

**REQUEST FOR PROPOSALS
FOR
SERVICES TO DEVELOP AND IMPLEMENT
A REPLACEMENT LAND COURT AND REGULAR
AUTOMATED TRACKING SYSTEM FOR THE STATE OF HAWAII**

1. 3/24/99 Request for Proposal No. ICS-FY 99-052
2. 5/5/99 Addendum 1 to RFP No. ICS-FY 99-052
3. 5/12/99 Addendum 2 to RFP No. ICS-FY 99-052
4. 5/19/99 Addendum 3 to RFP No. ICS-FY 99-052
5. 6/7/99 Addendum 4 to RFP No. ICS-FY 99-052
6. 6/23/99 Addendum 5 to RFP No. ICS-FY 99-052
7. 7/23/99 Addendum 6 to RFP No. ICS-FY 99-052
8. 8/26/99 Addendum 7 to RFP No. ICS-FY 99-052
9. 9/9/99 Addendum 8 to RFP No. ICS-FY 99-052
10. 9/17/99 Addendum 9 to RFP No. ICS-FY 99-052
11. 5/28/99 Title Guaranty of Hawaii - Proposal to Replace Land Court System and Regular Automated Tracking System for the Department of Land and Natural Resources, Bureau of Conveyances
12. 3/20/00 Notice to Proceed w/Agreement

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BENJAMIN J. CAYETANO
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES
P.O. BOX 119
HONOLULU, HAWAII 96810-0119

RAYMOND H. SATO
COMPTROLLER

MARY PATRICIA WATERHOUSE
DEPUTY COMPTROLLER

March 20, 2000

Mr. Michael Pietsch, President
Title Guaranty of Hawaii, Inc.
235 Queen Street
Honolulu, Hawaii 96813

Dear Mr. Pietsch:

SUBJECT: Notice to Proceed
ICS-FY-99-52
Services to Develop and Implement a Replacement Land Court
and Regular Automated Tracking System for the State of Hawaii

Enclosed is a fully executed copy of Agreement No. ICS-FY-99-52, Part 2 for your file.
You are notified to proceed with the work upon receipt of this contract.

If you have any questions on this matter, please call Ms. Barbara Tom at
(808) 586-1920.

Sincerely,

A handwritten signature in black ink, appearing to read "Lester M. Nakamura".

Lester M. Nakamura, Administrator
Information and Communication Services
Division

Enclosures

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laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR's performance of this Agreement.
36. Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules, the Procurement Rules in effect on the date this Agreement became effective shall control and are hereby incorporated by reference.
37. Entire Agreement. This Agreement sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Agreement. This Agreement supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Agreement. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Agreement shall not constitute a waiver or relinquishment of the STATE's rights or the CONTRACTOR's obligations under the Procurement Rules or statutes.

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28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A State contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency purchasing officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for agreements awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.
31. Records Retention. The CONTRACTOR and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.
32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Agreement, except as to overcharges which result from violations commencing after the price is established under this Agreement and which are not passed on to the STATE under an escalation clause.
33. Minimizing Congestion. The CONTRACTOR shall undertake all necessary precautions to minimize any adverse impact the performance under this Agreement may have on traffic congestion.
34. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the

- d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Agreement. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Agreement as changed.
- e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Agreement and, if this Agreement is incrementally funded, the funds allotted for the performance of this Agreement, shall not be increased or considered to be increased except by specific written modification of the Agreement indicating the new Agreement estimated cost and, if this Agreement is incrementally funded, the new amount allotted to the Agreement.

24. Confidentiality of Material.

- a. All material given to or made available to the CONTRACTOR by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
- b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any State employee, including the head of the purchasing agency, the CPO, the DIRECTOR, the Agency procurement officer, or to the services or goods, or both, provided under this Agreement, in any of the CONTRACTOR's brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Agreement shall be referred to the Agency procurement officer.

26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Agreement, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Agreement. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Agreement.

27. Liens and Warranties. Goods provided under this Agreement shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Agreement documents, whichever are greater.

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22. Variation in Quantity for Definite Quantity Agreements. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Agreement, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the CPO makes a written determination that such an increase will either be more economical than awarding another Agreement or that it would not be practical to award another Agreement.
23. Changes in Cost-Reimbursement Agreement. If this Agreement is a cost-reimbursement Agreement, the following provisions shall apply:
- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Agreement in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;
 - (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
 - b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of this Agreement, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Agreement accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR's rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Agreement.

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Agreement price, whichever increase is higher, the prior approval of the CPO is required.

- c. Time period for claim. Within thirty (30) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the CONTRACTOR's claim unless the STATE is prejudiced by the delay in notification.
- d. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Agreement.
- e. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR's right to pursue a claim under the Agreement or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the Agreement price pursuant to a provision in this Agreement shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Agreement or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Agreement or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126 of the Procurement Rules.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of subchapter 15, chapter 3-122 of the Procurement Rules.

Agreement price, whichever increase is higher, the prior approval of the CPO is required.

- h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement, a tax clearance from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the CONTRACTOR have been paid.
 - i. Sole source agreements. Amendments to sole source agreements that would change the original scope of the contract may only be made with the approval of the CPO. Annual renewal of a sole source agreement for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Agreement in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR's cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in the Agreement price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Agreement. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Agreement as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.
 - b. CPO approval. If a contract change order increases the amount payable to the CONTRACTOR by at least \$25,000.00 or ten per cent (10%) of the initial

CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.

- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Agreement shall be permitted.
- c. Agency procurement officer. By a written order, at any time, and without notice to any surety, the Agency procurement officer, subject to mutual agreement of the parties to this Agreement and all appropriate adjustments, may make modifications within the general scope of this Agreement to include any one or more of the following:
 - (A) Drawings, designs, or specifications;
 - (B) Method or place of delivery;
 - (C) Description of services to be performed;
 - (D) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (E) Place of performance of the services; or
 - (F) Other provisions of the Agreement accomplished by mutual action of the parties to the Agreement.
- d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR's cost of, or the time required for, performance of any part of the work under this Agreement, an adjustment shall be made and this Agreement modified in writing accordingly. Any adjustment in Agreement price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Agreement or as negotiated.
- e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written agreement of modification is not made prior to final payment under this Agreement.
- f. Claims not barred. In the absence of an Agreement modification, nothing in this clause shall be deemed to restrict the CONTRACTOR's right to pursue a claim under this Agreement or for a breach of contract.
- g. CPO approval. If a modification, alteration, amendment, change or extension of any term, provision or condition of this Agreement increases the amount payable to the CONTRACTOR by at least \$25,000.00 or ten per cent (10%) of the initial

17. Payment Procedures: Final Payment: Tax Clearance.

- a. Original invoices required. All payments under this Agreement shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Agreement have been performed by the CONTRACTOR according to the Agreement.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be dispersed to subcontractors within ten days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Agreement shall be subject to sections 103-53 and 237-45, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the CONTRACTOR have been paid.

18. Federal Funds. If this Agreement is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Agreement to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds.

19. Modifications of Agreement.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement permitted by this Agreement shall be made by written amendment to this Agreement, signed by the

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procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

(3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

(4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Agreement.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Agreement.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Agreement shall be subject to chapter 3-123 (Cost Principles) of the Procurement Rules and the following guidelines:

a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.

b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.

c. Unless prior written approval of the DIRECTOR is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for interisland or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

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reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Agreement. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the total Agreement price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the Agreement price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Agreement constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Agreement in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
- (C) Within such further time as may be allowed by the Agency procurement officer in writing.

(2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency

cost or pricing data, submitted to the extent required by subchapter 15, chapter 3-122, Procurement Rules, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.

- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Agreement price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Agreement price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Agreement;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Agreement and for the termination of subcontracts thereunder, together with

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Agreement in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Agreement terminated and when termination becomes effective.
- b. CONTRACTOR's obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.
- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:
- (1) Any completed goods or work product; and
 - (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Agreement.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Agreement by exercise of the termination for convenience provision.

d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the

procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.

- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Agreement. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR's progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Agreement. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR's right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to such provision.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Agreement.

that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Agreement.

13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, otherwise fails to timely satisfy the Agreement provisions, or commits any other substantial breach of this Agreement, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR's duties. Notwithstanding termination of the Agreement and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.
- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Agreement. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR's rights under chapter 126, Procurement Rules. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency

not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.

11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 126, Procurement Rules, as the same may be amended from time to time.
12. Suspension of Agreement. The STATE reserves the right at any time and for any reason to suspend this Agreement for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer, may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Agreement. This order shall be for a specified period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Agreement at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:
 - (1) Cancel the stop performance order; or
 - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Agreement.
 - b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or Agreement price, or both, and the Agreement shall be modified in writing accordingly, if:
 - (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR's cost properly allocable to, the performance of any part of this Agreement; and
 - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided

- d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds agreements with more than one purchasing agency of the State, the assignment agreements and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR's employees, officers, agents, or subcontractors under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.
8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Agreement, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Agreement per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR's delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR shall remain liable for damages caused other than by delay.
10. State's Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Agreement, any amounts owed to the State of Hawaii by the CONTRACTOR under this Agreement or any other agreements or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and

401971

conflict in any manner or degree with the CONTRACTOR's performance under this Agreement.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR's duties, obligations, or interests under this Agreement and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE and (ii) the CONTRACTOR's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the CONTRACTOR's assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR's right to compensation under this Agreement shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.
- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment agreement in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:
- (1) The Assignee assumes all of the CONTRACTOR's obligations;
 - (2) The CONTRACTOR remains liable for all obligations under this Agreement but waives all rights under this Agreement as against the STATE; and
 - (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.
- b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Agreement with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR's articles of incorporation), enter into an amendment to this Agreement with the CONTRACTOR to effect such a change of name. The amendment to this Agreement changing the CONTRACTOR's name shall specifically indicate that no other terms and conditions of this Agreement are thereby changed.
- c. Reports. All assignment agreements and amendments to this Agreement effecting changes of the CONTRACTOR's name or novations hereunder shall be reported to the CPO within thirty days of the date that the assignment agreement or amendment becomes effective.

401972

- d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Agreement.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Agreement. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 237-45, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.
3. Personnel Requirements.
- a. The CONTRACTOR shall secure, at the CONTRACTOR's own expense, all personnel required to perform this Agreement.
 - b. The CONTRACTOR shall ensure that the CONTRACTOR's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.
4. Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might

GENERAL CONDITIONS

1. Coordination of Services by the STATE. The "head of the purchasing agency," (which term includes the designee of the head of the purchasing agency), shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Agreement. The CONTRACTOR shall maintain communications with the head of the purchasing agency at all stages of the CONTRACTOR's work, and submit to the head of the purchasing agency for resolution any questions which may arise as to the performance of this Agreement. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of services.

2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Agreement, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Agreement; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the CONTRACTOR in compliance with this Agreement. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.

 - b. The CONTRACTOR and the CONTRACTOR's employees and agents are not by reason of this Agreement, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR's employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.

 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR's performance under this Agreement. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR's employees or agents in the course of their employment.

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WAGE CERTIFICATE

(For Service Contracts)

Subject: IFB/RFP No.: _____

Title of IFB/RFP: _____

(To be completed by offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that I awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

481977

APPENDIX B

Payroll records for all laborers and mechanics working at the site of the work shall be maintained by the contractor and the subcontractors, if any, during the course of the work and preserved for a period of three years thereafter. The records shall contain the name of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The records shall be made available for inspection by the purchasing agency, director, and any authorized representatives thereof who may also interview employees during working hours on the job.

If the purchasing agency finds that any laborer or mechanic employed on the job site by the contractor or any subcontractor has been or is being paid wages at a rate less than the required rate by the contract or the specifications, or has not received the laborer's or mechanic's full overtime compensation, the purchasing agency may, by written notice to the contractor, terminate the contractor's right, or the right of any subcontractor, to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid and may complete such work or part by contract or otherwise, and the contractor and the contractor's sureties (if any) shall be liable to the purchasing agency for any excess costs occasioned thereby.

401978

APPENDIX B

ATTACHMENT A

REQUIREMENTS OF CHAPTER 104, HRS WAGES AND HOURS OF EMPLOYEES ON PUBLIC WORKS

Pursuant to Chapter 104, HRS, the minimum wages that shall be paid to the various classes of laborers and mechanics engaged in the performance of the contract on the job site shall be in accordance with the attached schedule of wages promulgated by the director of the Department of Labor and Industrial Relations.

The minimum wages shall be periodically increased during the performance of the contract in an amount equal to the increase in the prevailing wages for those kinds of work as periodically determined by the director of labor and industrial relations.

No laborer or mechanic employed on the job site of any public work of the State or any political subdivision thereof shall be permitted or required to work on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day unless the laborer or mechanic receives overtime compensation for all hours worked on Saturday, Sunday, and a legal holiday of the State or in excess of eight hours on any other day. For purposes of determining overtime compensation, the basic hourly rate of any laborer or mechanic shall not be less than the basic hourly rate determined by the director to be the prevailing basic hourly rate for corresponding classes of laborers and mechanics on projects of similar character in the State.

The contractor or the contractor's subcontractor shall pay all mechanics and laborers (listed on the attached schedule) employed on the job site, unconditionally and not less often than once a week, and without deduction or rebate on any account, except as allowed by law, the full amounts of their wages including overtime, accrued to not more than five working days prior to the time of payment, at wage rates not less than those stated in the contract and specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics.

The rates of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the job site. A copy of the rates of wages shall be given to each laborer and mechanic employed under the contract by the contractor at the time each laborer and mechanic is employed, provided that where there is a collective bargaining agreement the contractor does not have to provide the contract's employees the wage rate schedules.

The governmental contracting agency may withhold from the contractor so much of the accrued payments as the governmental contracting agency may consider necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the job site the difference between the wages required by the contract or specifications and the wages received and not refunded by the laborers and mechanics.

A certified copy of all payrolls shall be submitted weekly to the governmental contracting agency. The general contractor shall be responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the wage determination decision of the director of labor and industrial relations attached to the contract, and that the classifications set forth for each laborer or mechanic conform with the work the laborer or mechanic performed.

401979

APPENDIX B

ATTACHMENTS

401980

APPENDIX B

RATE OF WAGES & WAGE CERTIFICATE

- a. Section 103-55, HRS. Refer to the General Terms and Conditions. Contractor shall complete and submit the attached Wage Certificate by which contractor certifies that the services required will be performed pursuant to Section 103-55, HRS.

At the time of this solicitation, although there are no public employee positions listed in the classification plan of the public sector that are similar to Offeror's network installers, Offeror must sign the Wage Certificate to show compliance with Section No. 2 of the certificate.

Work described in this RFP shall be performed by employees paid in accordance with the requirements of Chapter 104, HRS (see subsection b below).

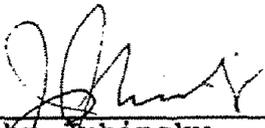
- b. Chapter 104, HRS. The latest minimum wage rates as promulgated by the Department of Labor and Industrial Relations shall be paid to the various classes of Electrician engaged in the performance of this contract on the job site (if Offeror engages the services of an Electrician for this project). All work shall be done in accordance with Attachment A to this RFP. Reference is made to Chapter 104, HRS, Wages and Hours of Employees on Public Works.

401981

I hereby certify that at a meeting of the Board of Directors of TITLE GUARANTY OF HAWAII, INC., a Hawaii corporation, held on January 31, 2000, the following resolution was adopted:

"RESOLVED, that any one of: the President, Michael A. Pietsch; Executive Vice Presidents, David T. Pietsch, Jr. or James W. Pietsch; or Secretary, John Jubinsky, be, and each of them hereby is, fully authorized and empowered to execute any and all documents necessary to enter into a contract with the State of Hawaii, Department of Accounting and General Services, Information and Communication Services Division, in connection with the State's implementation of a replacement Land Court and regular automated tracking system (RFP No. ICS-FY-99-052, Part 2)."

DATED: Honolulu, Hawaii; January 31, 2000.



John Jubinsky
Secretary

402003

STATE OF HAWAII — DEPARTMENT OF TAXATION
TAX CLEARANCE APPLICATION
PLEASE TYPE OR PRINT CLEARLY

1. APPLICANT INFORMATION: (PLEASE PRINT CLEARLY)

Applicant Title Guaranty of Hawaii, Inc.
Address 235 Queen Street
City/State/
Zip Code Honolulu, Hawaii 96813
DBA/
Trade Name _____

2. TAX IDENTIFICATION NUMBER(S):

HAWAII GENERAL EXCISE ID # 1 0 0 0 5 6 6 3
FEDERAL EMPLOYER ID # 9 9 . 0 1 0 5 0 3 1
SOCIAL SECURITY # _____

3. APPLICANT IS A/JAN: (CHECK ONLY ONE BOX)

- | | | |
|--|--|--|
| <input type="checkbox"/> CORPORATION | <input checked="" type="checkbox"/> S CORPORATION | <input type="checkbox"/> TAX EXEMPT ORGANIZATION |
| <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> ESTATE <input type="checkbox"/> TRUST |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY | <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP | |

4. THE TAX CLEARANCE IS REQUIRED FOR:

- | | |
|--|---|
| <input checked="" type="checkbox"/> CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII * | <input type="checkbox"/> LIQUOR LICENSE * |
| <input type="checkbox"/> REAL ESTATE LICENSE | <input type="checkbox"/> CONTRACTOR LICENSE |
| <input type="checkbox"/> FINANCIAL CLOSING | <input type="checkbox"/> PROGRESS PAYMENT |
| <input type="checkbox"/> HAWAII STATE RESIDENCY | <input type="checkbox"/> FEDERAL CONTRACT |
| <input type="checkbox"/> SUBCONTRACT | <input type="checkbox"/> OTHER _____ |
| | <input type="checkbox"/> BULK SALES |
| | <input type="checkbox"/> PERSONAL |
| | <input type="checkbox"/> LOAN |

* IRS APPROVAL STAMP IS FOR PURPOSES INDICATED BY ASTERISK.

5. NO. OF CERTIFIED COPIES REQUESTED:

2

6. SIGNATURE:

Lois C. Kawano
PRINT NAME
[Signature]
SIGNATURE

Chief Financial Officer / Asst. Treasurer
PRINT SPECIFIC TITLE: Corporate Officer, General Partner, Individual (Sole Proprietor)
1/31/00 (808) 539-7762 (808) 532-3141
DATE TELEPHONE FAX

POWER OF ATTORNEY. If submitted by someone other than a Corporate Officer, General Partner, or Individual (Sole Proprietor), a power of attorney (State of Hawaii Department of Taxation Form N848) must be submitted with this application. If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required. Applications submitted without proper authorization will be sent to the address of record with the taxing authority. UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.

PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.

SEE PAGE 2 ON REVERSE & INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

402004

FOR OFFICE USE ONLY
BUSINESS START DATE IN HAWAII IF APPLICABLE <u>10104160</u>
HAWAII RETURNS FILED IF APPLICABLE 19____ 19____ 19____
STATE APPROVAL STAMP State of Hawaii APPROVED <u>[Signature]</u> JAN 31 2000 per <u>[Signature]</u> Department of Taxation
IRS APPROVAL STAMP INTERNAL REVENUE SERVICE APPROVED <u>99-00379</u> JAN 31 2000 per <u>[Signature]</u> Pacific-Northwest District
CERTIFIED COPY STAMP

STATE OF HAWAII — DEPARTMENT OF TAXATION
TAX CLEARANCE APPLICATION
PLEASE TYPE OR PRINT CLEARLY

1. APPLICANT INFORMATION: (PLEASE PRINT CLEARLY)

Applicant Title Guaranty of Hawaii, Inc.
Address 235 Queen Street
City/State/
Zip Code Honolulu, Hawaii 96813
DBA/
Trade Name _____

2. TAX IDENTIFICATION NUMBER(S):

HAWAII GENERAL EXCISE ID # 1 0 0 0 5 6 6 3
FEDERAL EMPLOYER ID # 9 9 . 0 1 0 5 0 3 1
SOCIAL SECURITY # _____

3. APPLICANT IS A/AN: (CHECK ONLY ONE BOX)

- CORPORATION S CORPORATION TAX EXEMPT ORGANIZATION
 INDIVIDUAL PARTNERSHIP ESTATE TRUST
 LIMITED LIABILITY COMPANY LIMITED LIABILITY PARTNERSHIP

4. THE TAX CLEARANCE IS REQUIRED FOR:

- CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII * LIQUOR LICENSE *
 REAL ESTATE LICENSE CONTRACTOR LICENSE BULK SALES
 FINANCIAL CLOSING PROGRESS PAYMENT PERSONAL
 HAWAII STATE RESIDENCY FEDERAL CONTRACT LOAN
 SUBCONTRACT OTHER _____

* IRS APPROVAL STAMP IS FOR PURPOSES INDICATED BY ASTERISK.

5. NO. OF CERTIFIED COPIES REQUESTED:

2

6. SIGNATURE:

Lois C. Kawano
PRINT NAME
[Signature]
SIGNATURE

Chief Financial Officer / Asst. Treasurer
PRINT SPECIFIC TITLE: Corporate Officer, General Partner, Individual (Sole Proprietor)
1/31/00 (808) 539-7762 (808) 532-3141
DATE TELEPHONE FAX

FOR OFFICE USE ONLY	
BUSINESS START DATE IN HAWAII IF APPLICABLE <u>10104160</u>	
HAWAII RETURNS FILED IF APPLICABLE 19____ 19____ 19____	
STATE APPROVAL STAMP State of Hawaii APPROVED <u>[Signature]</u> JAN 31 2000 per <u>[Signature]</u> Department of Taxation	
*IRS APPROVAL STAMP INTERNAL REVENUE SERVICE APPROVED <u>99-00379</u> JAN 31 2000 per <u>[Signature]</u> Pacific-Northwest District	
CERTIFIED COPY STAMP	

POWER OF ATTORNEY. If submitted by someone other than a Corporate Officer, General Partner, or Individual (Sole Proprietor), a power of attorney (State of Hawaii Department of Taxation Form N848) must be submitted with this application. If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required. Applications submitted without proper authorization will be sent to the address of record with the taxing authority. UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.

PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.

SEE PAGE 2 ON REVERSE & INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

402005

The following provision is a general condition for this Agreement:

If this Agreement was entered into between July 20, 1998, and July 1, 2001, and extends beyond June 30, 2001, it is subject to a single review pursuant to the managed process developed pursuant to part III, section 6 of Act 230, 1998 Haw. Sess. Laws, 785, 787. Pursuant to the managed process review, this Agreement may be cancelled, continued, or extended by the State.

402006

Form AG-GC(1/99)

May 28, 1999

402007

*A Proposal To Replace the Land Court
System and Regular Automated Tracking
System for the Department of Land and
Natural Resources, Bureau of
Conveyances*

Bureau of Conveyances

DLNR



Title Guaranty of Hawaii

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402008

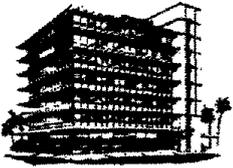
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402009

SECTION I, PROPOSAL AND TRANSMITTAL LETTERS

Per the instructions contained in RFP ICS-FY-99-052, Section 2.9.2, Offeror's Letter, a copy of the Transmittal/Offeror's Letter and the Subcontractor's Statement are included in this section.

402010



TITLE GUARANTY OF HAWAII

INCORPORATED

235 QUEEN STREET • P.O. BOX 3084 • HONOLULU, HAWAII 96802 • TELEPHONE 533-8281

May 21, 1999

Mr. Lester M. Nakamura, Administrator
Information and Communication Services Division
Department of Accounting and General Services
1151 Punchbowl Street, Room B10
Honolulu, HI 96813

SUBJECT: Proposal/Transmittal Letter

Dear Mr. Nakamura:

The undersigned has carefully read and understands RFP No. ICS-FY-99-52 and hereby proposes, if selected, to furnish and deliver all items stated in this Proposal.

Any general questions which the Information and Communication Services Division or the State of Hawaii may have regarding this proposal should be directed to:

Mr. Michael A. Pietsch
President
Title Guaranty of Hawaii, Inc.
235 Queen Street
Honolulu, Hawaii 96813
Telephone: 521-0259
Facsimile : 532-3160

Questions of a technical nature may be directed to:

Ms. Debra Pyrek
Vice President
Title Guaranty of Hawaii, Inc.
235 Queen Street
Honolulu, Hawaii 96813
Telephone: 533-5824
Facsimile: 532-3141

The undersigned further understands and agrees that:

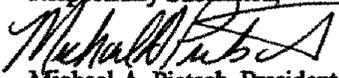
1. All addenda to this RFP have been received (3) and are understood.
2. The undersigned is a corporation which is registered with the Business Registration Division of the State of Hawaii Department of Commerce and Consumer Affairs to do business in the State of Hawaii; and has a State of Hawaii General Excise Tax License.
3. Per instructions, a statement from our proposed subcontractor is appended to the Transmittal Letter.

402011

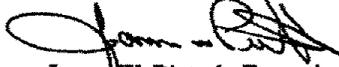


4. It is understood that the State of Hawaii reserves the right to reject any and all Proposals and to waive any defects, when in the State's opinion, such rejection and waiver may be made in the best interest of the State.
5. By submitting this proposal, the undersigned is declaring that the proposal is not in violation of Section 84-15, Hawaii Revised Statutes, concerning prohibited State contracts and that the undersigned is certifying that this proposal was arrived independently, without consultation, communication, or agreement with any other Offeror or competitor. No attempt was made or will be made by the undersigned to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
6. If awarded the Contract, any services performed must be performed in accordance with Section 103D, Hawaii Revised Statutes.
7. This proposal contains assumptions and constraints which have not been approved in advance by the State of Hawaii.
8. The undersigned acknowledges that the entire RFP has been read and understood and agrees to be bound by its terms and conditions.
9. Per instructions, the undersigned affirms that the proposal and prices in the proposal are firm and shall remain so throughout the contract period.

Respectfully Submitted,


Michael A. Pietsch, President

Date: 5/21/99


James W. Pietsch, Executive Vice President
Title Guaranty of Hawaii, Inc.
235 Queen Street
Honolulu, HI 96813

Date: 5/21/99

Hawaii General Excise Tax No.: 10005663

Type of Organization:

Individual
Joint Venture
Partnership
Corporation

Federal ID No. 99-0105031

State of Incorporation:

Hawaii
Other

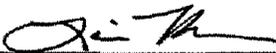
Attachments

402012

I hereby certify that at a meeting of the Board of Directors of TITLE GUARANTY OF HAWAII, INC., a Hawaii corporation, held on May 12, 1999, the following resolution was adopted:

"RESOLVED, that any two of the President, Executive Vice Presidents and Secretary be, and they hereby are, fully authorized and empowered to execute any and all documents necessary to enter into a contract with the State of Hawaii, Department of Accounting and General Services, Information and Communication Services Division, in connection with the State's implementation of a replacement Land Court and regular automated tracking system (RFP No. ICS-FY-99-052, as amended by Addendum 1)."

DATED: Honolulu, Hawaii; May 12, 1999.



Lois Kawano
Assistant Secretary

402013

J.W. LOO & ASSOCIATES
Management Consultants

Post Office Box 22205
Honolulu, Hawaii 96823
Telephone: (808) 528-7176
Fax: (808) 523-8543
Email: jwa@aloha.net

May 20, 1999

Mr. Lester M. Nakamura, Administrator
Information and Communication Services Division
Department of Accounting and General Services
1151 Punchbowl Street, Room B10
Honolulu, HI 96813

SUBJECT: Subcontractor's Statement

Dear Mr. Nakamura:

This is to inform you that J.W. Loo & Associates has reviewed the requirements as set for in *Request for Proposals (ICS-FY-99-052) To Replace the Land Court System and Regular Automated Tracking System for the Department of Land and Natural Resources, Bureau of Conveyances*. Based on our understanding of those requirements, it is our intent to enter into a subcontract arrangement with Title Guaranty of Hawaii, Incorporation (TG) to perform project management and technical support services as specified in the proposal to implement Part 2 Project tasks.

Jeffrey W. Loo dba J.W. Loo & Associates is a sole proprietorship registered to do business in the State of Hawaii. Our agreement to perform the above services as a subcontractor to TG is willingly given.

Should you have any questions in this matter, please do not hesitate to call at 528-7176.

Yours very truly,



Jeffrey W. Loo, Principal
J.W. Loo & Associates

402014

APPENDIX G

ADDENDUM LOG

The following Addenda have been issued:

<u>Addendum-id</u>	<u>Addendum Title</u>	<u>Issue Date</u>
Addendum 1	Clarifications, Reply to Offeror's Written Inquiries	May 5, 1999
Addendum 2	Reply to Offeror's Additional Written Inquiries	May 12, 1999
Addendum 3	Change to Significant Dates And Reply to (more) Offeror's Written Inquiries	May 19, 1999

End-of-log-entries.

402015

SECTION II, EXECUTIVE SUMMARY

Title Guaranty of Hawaii, Incorporation (TG) is pleased to have the opportunity to offer its response to *Request for Proposals (ICS-FY-99-052) To Replace the Land Court System and Regular Automated Tracking System for the Department of Land and Natural Resources, Bureau of Conveyances*. Per the specifications contained in the Request for Proposal (RFP), it is our intent to propose our services to perform the Part 2 project tasks. We believe our proposed approach to performing the Part 2 project tasks and to deliver the ten-year span of recorded document images meets and significantly exceeds the Bureau of Conveyance (BOC) requirements as set forth in the RFP.

Our proposed approach offers significant benefits to the BOC since it will use TG's already digitized recorded document images as the basis for image files delivered to the BOC. As such, we believe we will be able to deliver recorded document images to the BOC in less time and for less cost than other prospective Offerors.

Based on our proposed work plan, we believe that we will be able to deliver the ten-year span of documents to the BOC by the scheduled end of the first project phase on March 31, 2000. And since we have already completed the labor intensive document conversion process, we will be able to focus on critical quality review tasks to ensure that recorded document images delivered to the BOC are of acceptable quality.

Finally, all of our proposed work will be performed in Hawaii by TG staff, so the BOC can be assured of local control of the project. Should any problems arise during the project and during the post conversion period, TG will be able to quickly and conveniently respond.

Our proposed approach includes the use of a dedicated, high-speed network link to transmit finished recorded document image batches to the BOC. In addition to simplifying the operational processes related to migrating such a high volume of large document image files, the BOC to TG network link offers the BOC the opportunity to acquire use of finished document images long before the BCIS and associated image storage components are implemented.

In addition to our response to perform Part 2 project tasks as specified in the RFP, our proposal also contains two outsourcing alternatives that we encourage BOC management to give serious consideration.

The Recorded Document Image Repository, Alternative One provides for a relatively low-cost outsource arrangement that delivers to the BOC fast access to recorded document images stored at TG. With Alternative One, the BOC would be able to redeploy a significant portion of the funds allocated for acquiring the ten-year span of recorded document and to use those funds for higher value BOC projects.

The New Recorded Document Images, Alternative Two provides for a low-cost outsource arrangement that delivers to the BOC an efficient document capture capability for new recorded documents. With Alternative Two, the BOC would be able to refocus its resources from implementing relatively low value document capture systems and to enhance its BCIS implementation in areas that deliver real value to BOC customers.

A description of both these two alternatives is provided in Section III, Alternatives.

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TG believes that its extensive experience in the real property title industry, its experience with performing comparable document conversion projects, and its long working relationship with the BOC makes us the ideal candidate to performing the BOC Part 2 project tasks. We are a long established Hawaii company with the capability to provide the BOC with locally based services throughout the duration of this project.

We look forward to your favorable consideration of our proposal.

402017

SECTION III, PROJECT APPROACH, WORKPLAN AND SCHEDULE

Project Approach

This section describes TG's proposed approach for performing *Part 2 Tasks for the Replacement Land Court and Regular Automated Tracking System Project*.

Background

The Department of Land and Natural Resources, Bureau of Conveyances (BOC) is the only state in the nation with a single state-wide recording office for real property transactions. Among its responsibilities, the BOC:

- Examines, records, indexes, and microfilms over 344,000 Regular System and Land Court documents and maps annually.
- Issues Land Court Certificates of Title.
- Certifies copies of matters of record.
- Researches UCC requests.

While stated simply, these operations are complex and leave extremely small margin for error. As a consequence, the BOC has identified computers and their associated electronic devices as critical support tools necessary for staff to perform their jobs efficiently.

The BOC currently utilizes two systems: The Regular System, a partially automated system with only the index automated, and the Land Court System (LCATS) which is fully automated. Both systems and processes are similar and include many of the same document processing requirements. The Land Court System does include additional document verification steps not required in the Regular System.

At present, the BOC has seventeen (17) personal computers that it uses in its Land Court System. These computers are standalone 350 MHz, 64-Mb memory units.

Project Objectives

The project objectives, as stated in *Request for Proposals (ICS-FY-99-052) To Replace the Land Court System and Regular Automated Tracking System for the Department of Land and Natural Resources, Bureau of Conveyances*, are to develop and implement a replacement Land Court and Regular Automated Tracking System for the State of Hawaii. The replacement system, hereafter referred to as the Bureau of Conveyances Integrated System (BCIS), shall be a turnkey or fully functioning and efficiently operating system with the following features:

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- Retain all of the current functions and facilities provided by the Land Court and Regular Systems.
- Retain the current ability to permit remote access by current LCATS subscribers.
- Retain the current look and feel of LCATS to minimize the operational impact of BCIS on the BOC.
- Integrate the BCIS into BOC operations without disruption to staff and customers, maintain zero data loss or reentry and minimize the complexity of data conversion to ensure data migration accuracy.
- Permit access from any Neighbor Island.
- Enable the BOC to electronically store and retrieve images of documents recorded and provide for the option to extend retrieval of these images from any Neighbor Island at a later date.
- Convert microfilmed images of documents to a format and media compatible with the new BCIS.

In addition, the completed BCIS shall have the following characteristics:

- *Efficient.* The BCIS should be designed to fit the workflow and volume of the BOC, with reasonable room for expansion.
- *Economically feasible.* The BCIS should be implemented within the State's financial, operating, economic, and technological constraints.
- *Functional.* The BCIS should be designed with techniques and technology proven to work at similar installations to the BOC.
- *Manageable and user friendly.* The BCIS allows all BOC personnel, with reasonable training, to easily and fully utilize the system.
- *Accessible, yet secure.* The BCIS addresses physical and system access security concerns at all sites and centers. It is equipped with built-in security to protect the integrity of programs and systems that require limitations on access. It allows reasonable access to those who need it.
- *Safe.* The BCIS must provide for reliable access to information stored on its hardware and the maximum amount of time the data is available to the Bureau.
- *Accurate.* The BCIS must ensure that data stored is accurate and incorporates all data elements present in the LCATS and General Index systems.

Scope of Work

Based upon the information provided in the Request For Proposal (RFP), we understand that the BOC desires to engage the services of a qualified consultant to assist to design, develop and implement a system to enhance the current Land Court and Regular automated tracking systems operated by the Bureau.

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The tasks included in this engagement are as specified in the RFP, Section 3.10. They are summarized as follows:

- Task 1. Establish BOC network.
- Task 2. Validate the BCIS requirements.
- Task 3. Install Database/Application server hardware and software.
- Task 4. Implement imaging capability on the BOC Network.
- Task 5. Implement imaging capability to the BCIS application.
- Task 6. Enable remote access to text data.
- Task 7. Enable remote access to image data.
- Task 8. Enable public access to text data.
- Task 9. Enable public access to image data.
- Task 10. Remediate data.
- Task 11. Perform GIS requirements study.
- Task 12. Load back microfilm images.

As stated in the RFP, the tasks are grouped into two independent parts. The first part consists of Tasks 1 -Task 11. The second part consists of Task 12.

Based upon the information provided in the RFP, it is our understanding that Offerors have the option to submit proposals for both parts or only one part. It is the intent of Title Guaranty of Hawaii, Incorporated (TG) to propose the services associated with Part 2 (Task 12, Load Back Microfilm Images).

Approach

Based on our understanding of the BOC, the information provided in the RFP and our discussions with BOC staff, we have developed an approach that performs the proposed Part 2 Tasks in a manner that is directly responsive to the specified scope of services for that part.

Our proposed approach to performing the Part 2 Tasks offers the following distinguishing attributes:

- ***Meets and exceeds the specified BOC RFP requirements.*** TG's proposal provides for the delivery of approximately two million Land Court and Regular System recorded document images in standard TIFF format, as specified in the RFP specifications. It also provides a document index database containing the document record number and TIFF file name for each document. The database will be delivered in a format that can be exported to any ANSI standard SQL database selected by BOC.

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- ***Provides most cost-effective solution for the BOC.*** TG's proposal assumes use of already digitized recorded document images contained in its corporate image repository. As a result, our approach does not include primary document conversion activities and we are able to pass the cost savings on to the BOC.
- ***Provides BOC with high quality document images in a short amount of time.*** In large microfilm conversion projects such as the BOC project, it is not uncommon for image quality to be uneven due to the high volume of frames that must be processed. Our approach provides for a quality review of recorded document delivered to the BOC.

And since we will start with already digitized recorded document images, we will be able to deliver finished document images to the BOC in a relatively short time period. We estimate that we will be able to deliver the ten years of document images to the BOC by the stipulated end of the first project phase on March 31, 2000

- ***Provides BOC with near term access to finished recorded document images.*** Our approach includes the installation of a dedicated network link for transmission of finished recorded document images to the BOC. With this link, TG will be able to transmit to the BOC document image batches as soon as they have been quality reviewed. And the batches will be incremental, thus facilitating the mass migration process.
- ***Provides BOC with the opportunity to earn revenue from the recorded documents even before the BCIS is installed.*** TG will make a browser based image viewer application available to the BOC so that it can use the network link to immediately access recorded document images stored on the TG recorded document image transfer repository. This application supports the capability to retrieve, display and print images stored in the repository.
- ***Provides a safe alternative to transporting BOC microfilm to a remote site.*** TG has both digitized and microfilm copies of the recorded documents that are to be delivered to the BOC. TG will not have to utilize source recorded documents or microfilm from the BOC. As a result, the BOC will be able to minimize its risks related to loss, damage, or unauthorized duplication to its recorded document microfilm during transport to and use at a remote vendor site.
- ***Provides local support capabilities to BOC to resolve post conversion issues.*** Since TG is a locally based company, we will be able to easily address and resolve potential issues that may arise during the post image conversion and loading period. Should there be problems with the quality of delivered document images, TG will be able to easily resolve them here without need to resend source documents to a remote location for rescans.
- ***Minimizes operational impacts to the BOC.*** Since TG will not require use of BOC microfilm records, the BOC can be assured that it has full access to these records for copying purposes throughout the project period. Additional, the BOC will be able to eliminate the need to create additional operational steps related to tracking microfilm reels loaned to the Part 2 Project vendor.

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Work Plan

This section describes TG's proposed work plan for performing *Part 2 Tasks for the Replacement Land Court and Regular Automated Tracking System Project*.

Perform Project Management

This is the logical first phase of the project. The BOC Project Manager and TG Project Leader are responsible for organizing the project team and finalizing the detailed project work plan.

The detailed project work plan will identify project tasks, assigned resources, project milestones, deliverables, and deliverable submittal dates. It will also include tasks to address defined integration issues to ensure that Part 1 and Part 2 tasks are executed as proposed and to ensure that there is adequate coordination between TG and the selected Part 1 vendor.

Project management tasks are also included in this project phase. To ensure that the BOC is continuously involved in the project and that the project is completed as mutually agreed, regular bi-weekly status meetings with the BOC Project Manager will be scheduled throughout the project.

Project management reports including project schedules, deliverables status, and management issues will be provided as part of the project management tasks. Depending on available BOC capabilities, we can deliver ongoing project management information via email or website to reduce the need for onsite meetings.

Develop Approved Project Work Plan

- Review Part 1 Team Proposed Solution
- Identify New and Modified BOC Requirements
- Identify Scope and Implementation Issues
- Assess Impact on Part 2 Implementation
- Develop Detailed Project Work Plan
- Present Detailed Project Work Plan
- Perform Mutually Agreed Modifications
- Negotiate Fees for Modified Activities
- Approve Final Project Work Plan

Perform Project Management Activities

- Develop Management Reports and Processes
- Implement Project Team Training
- Monitor Progress on Deliverables
- Monitor and Resolve Project Issues

Implement Project Status Meetings

- Develop Project Status Reports
- Attend Project Status Meetings

402022

Implement Backfile Review Preparation

This project phase sets up operation processes and systems that support the preparation of recorded documents to be transmitted to the BOC as the Part 2 deliverable. The design of operation processes and systems defined in this project phase assumes that recorded document images currently existing in the TG image repository will be the primary source of document images to be supplied to the BOC.

The operation processes will include procedures to quality review selected document images to ensure that they are complete and meet specified image quality standards. Specific tasks will be included to resolve instances of missing documents, missing document pages, and poor image quality.

This project phase also implements the system environment that will support the quality review process. This includes implementation of the primary document index database and the image repository. The latter will be used to retain finished recorded document images pending transmission to the BOC.

Lastly, this project phase includes performing tests to ensure that defined processes and systems work satisfactorily and are capable of processing document images in a manner that meets TG output and quality performance benchmarks.

Develop Document Review Process

- Define Document Review Tasks and Procedures
- Define Missing Document Scan Tasks and Procedures

Develop Document Review System Environment

- Develop Document Index Transfer Database
- Implement Document Image Transfer Repository

Perform Document Review Workstation Preparation

- Define Document Review Workstation Requirements
- Procure Required Hardware, Software, Equipment, and Supplies
- Install Required Hardware, Software and Equipment

Perform Backfile Review Tests

- Perform Hardware and Software Tests
- Perform Processing Integrity Tests
- Perform Processing Volume Tests

Perform Management Assessment

- Assess Document Review Processes
- Approve Document Review Processes

402023

Implement Backfile Review

This project phase implements specified quality review activities for document images selected for transmission to the BOC. Document images available for selection by the BOC include recorded documents for Land Court and Regular system real property transactions beginning from January 1987.

In the quality review process, the recorded document image set selected by the BOC will be reviewed for completeness. Document record number lists will be validated against available BOC master files to ensure that an entry exists for each recorded document processed by the BOC during the selected time period.

Recorded document image files will then be sampled and reviewed to ensure that there are no missing pages and that pages meet specified image quality standards. Document and page rescans will be performed as appropriate.

Finished document images will be loaded into the TG document image transfer repository. Transmission to the BOC of finished recorded document images will be according to a mutually agreed upon batch schedule. To facilitate BOC access to the finished recorded document images, TG will provide specified quantities of a browser based image viewer that can be used to retrieve, display and print finished recorded document images stored in the TG document image transfer repository.

Perform Document Image Selection

- Select Documents for Each Time Period Batch
- Populate Document Index Transfer Database for Time Periods
- Develop Documents Record No. List for Defined Time Periods
- Perform Document Records No. Validation with BOC
- Confirm Final Document Records Total

Perform Document Integrity Validation Activities

- Confirm Document Image Files for Each Listed Document Record No.
- Perform Microfilm Scans to Capture Missing Document Images
- Update Document Database with New File Information
- Resolve Duplicate Record and Record No. Issues

Perform Document Quality Assurance Activities

- Confirm Image Quality
- Perform Microfilm Scans to Replace Unacceptable Images
- Update Document Database with New File Information

Perform Preliminary Migration Activities

This project phase sets up the processes and systems that will be used to transmit finished recorded document images to the BOC.

We propose that a direct telecommunications link between TG and the BOC will be installed to transport finished document images to the BOC. The network link will also be available to the BOC to access finished recorded document images stored on the TG document image transfer repository while the BCIS is being developed.

Activities will also be implemented to identify potential migration issues and to define processes to ensure that the migration of finished recorded document images to the BOC

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is performed in a manner that is most efficient and least intrusive to BOC daily operations.

Implement Document Image Transport System

- Review BCIS Imaging on Network Specifications (Task 4)
- Review BCIS Imaging Specifications (Task 5)
- Review BCIS Target Image Server
- Coordinate Network Link Install to BOC Image Server
- Perform Preliminary Tests
- Perform Corrective Actions

Perform Document Image Migration Planning

- Identify BOC/TG Operations Issues
- Define Batch Transmission Protocols and Specifications
- Define Document Image Batches
- Develop Document Image Migration Checklists

Perform Document Image Migration

This project phase accomplishes the migration of finished recorded document images from TG to the BOC. It includes quality review checks to ensure the integrity of transmitted images.

This project phase also includes prescribed acceptance test activities for Part 2 deliverables.

Implement Document Image Migration

- Select Defined Document Image Batches
- Execute Image Transmission According to Batch Schedule
- Perform Quality Review Checks

Perform Acceptance Tests

- Negotiate Acceptance Test Criteria
- Monitor BOC Random Sampling Activities
- Assess Identified Defects
- Perform Agreed Upon Defect Resolution Activities

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Project Schedule

This section provides a preliminary project schedule based on the significant dates defined in the RFP and our proposed work plan. Start and end dates are defined for each major project phase and activity.

Our proposed project schedules assumes the following:

- The BOC project starts on time and follows the schedule detailed in the RFP.
- The BOC and TG experience no Year 2000 problems that causes disruptions beyond the control of either party.
- TG project staff will be provided timely and reasonable access to BOC documents and information required for specified project activities and deliverables.
- The BOC Project Manager and designated staff will provide timely review and feedback on specified project deliverables.
- The completion of Part 2 activities, as proposed, are not made contingent upon final completion of Part 1 deliverables.

ACTIVITY DESCRIPTION	START DATE	END DATE
PERFORM PROJECT MANAGEMENT	August 2, 1999	March 31, 2000
Develop Approved Project Work Plan	August 2, 1999	September 1, 1999
Perform Project Management Activities	August 9, 1999	March 31, 2000
Implement Project Status Meetings	September 1, 1999	March 31, 2000
IMPLEMENT BACKFILE REVIEW PREPARATION	August 9, 1999	August 27, 1999
Develop Document Review Process	August 23, 1999	August 27, 1999
Develop Document Review System Environment	August 23, 1999	August 27, 1999
Perform Document Review Workstation Preparation	August 9, 1999	August 20, 1999
Perform Backfile Review Tests	August 23, 1999	August 27, 1999
Perform Management Assessment	August 23, 1999	August 27, 1999
IMPLEMENT BACKFILE REVIEW	August 23, 1999	March 31, 2000
Perform Document Image Selection	August 23, 1999	August 31, 1999
Perform Document Integrity Validation Activities	September 1, 1999	March 17, 2000
Perform Document Quality Assurance Activities	September 1, 1999	March 17, 2000
PERFORM PRELIMINARY MIGRATION ACTIVITIES	August 23, 1999	September 1, 1999
Implement Document Image Transport System	August 23, 1999	September 1, 1999
Perform Document Image Migration Planning	August 23, 1999	August 27, 1999
PERFORM DOCUMENT IMAGE MIGRATION	August 23, 1999	March 31, 2000
Implement Document Image Migration	September 1, 1999	March 31, 2000
Perform Acceptance Tests	August 23, 1999	March 31, 2000

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Alternatives

This section provides an overview of two alternatives that extend our proposal to perform *Part 2 Tasks for the Replacement Land Court and Regular Automated Tracking System Project*. Based on our understanding of the BOC requirements and our extensive experience with implementing a comparable system and document conversion project, we believe the two alternatives present the BOC with very significant near term and potential long term value. We encourage the BOC to seriously consider the opportunities that our proposed alternatives provide.

The *Recorded Document Image Repository, Alternative One* provides for a relatively low-cost outsource arrangement that delivers to the BOC fast access to recorded document images stored at TG. With Alternative One, the BOC would be able to redeploy a significant portion of the funds allocated for acquiring the ten-year span of recorded document and to use those funds for higher value BOC projects.

The *New Recorded Document Images, Alternative Two* provides for a low-cost outsource arrangement that delivers to the BOC an efficient document capture capability for new recorded documents. With Alternative Two, the BOC would be able to refocus its resources from implementing relatively low value document capture systems and to enhance its BCIS implementation in areas that deliver real value to BOC customers.

The *Recorded Document Image Repository, Alternative One* and the *New Recorded Document Images, Alternative Two* have been designed as independent modules but are fashioned to be complementary to each other. Taken together, they offer BOC a superior solution for enabling access to new and archived recorded documents at a cost effective price.

TG is very willing to discuss modifications to its BOC Part 2 Project proposal and the two alternatives to ensure that TG is able to address BOC concerns and its requirements.

Recorded Document Image Repository, Alternative One

The *Recorded Document Image Repository, Alternative One* is a variation of our proposal to perform the BOC Part 2 Project. It provides BOC with a cost effective option to use the TG recorded document image repository on an outsource basis.

As in our proposed BOC Part 2 Project approach, we will quality review specified recorded documents for a ten year period, install a dedicated network link to the BOC, and provide a complete document index database to the BOC for upload to its BCIS database.

In Alternative One, finished recorded document images would be stored on a high capacity RAID array at TG. Using the dedicated, high-speed network link, the BOC would use the BCIS application or TG provided browser based image viewers to access the TG recorded document image repository. From its main offices and Neighbor Island offices, the BOC would be able to search, retrieve, display, print and download recorded documents from the TG recorded document image repository.

Under Alternative One, the BOC would retain the option to acquire the ten-year span of recorded documents from TG. Upon termination of the outsource agreement, TG would be prepared to provide the BOC with the ten-year span of recorded document images for a mutually agreed upon price. At termination, TG would execute the specified tasks in its BOC Part 2 Project work plan related to image migration and initiate transmission of recorded documents to the BOC over the network link.

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Based on our understanding of the BOC's requirements and our experience derived from many years in the title insurance business in Hawaii, we believe the *Recorded Document Image Repository, Alternative One* offers the following benefits to the BOC:

- *Offers the BOC full access to necessary recorded documents without the conversion and operations costs.* With Alternative One, the BOC has the option to delay or eliminate proposed costs to digitally convert microfilm and to manage a high capacity image server/optical jukebox system environment. We believe that with Alternative One, the BOC has an opportunity to save \$200,000 - \$400,000 in document conversion costs and approximately \$250,000 - \$400,000 in image storage equipment acquisition and installation costs. Additional operational costs and staff costs savings could also be derived since the BOC would not require operations staff to maintain the image server/optical jukebox systems.
- *Offers BOC with near term access to necessary recorded documents.* With Alternative One, TG can offer BOC near term access to the ten-year span of recorded documents that it requires. Once recorded document images have been quality reviewed, they will be available on the TG recorded document image repository for access by BOC offices, both on Oahu and the Neighbor Islands. Under Alternative One, the BOC will not have to wait for final completion of the BCIS before it is able to access recorded document images.
- *Offers BOC a high speed documents retrieval option with off-site backup safeguards.* With recorded documents stored on the TG RAID array based image repository, the BOC will have a superior image delivery platform for accessing recorded documents. A RAID based storage system is the optimal solution for retrieval of large image files and transmission over the Internet and over the State HAWAIIAN Network. And the BOC is assured of having adequate off-site backups in case of systems failure and disruptions. In addition to safeguards built into the RAID array device, TG maintains both CD based image duplicates and microfilm copies of its recorded document images.

New Recorded Documents Images, Alternative Two

The *Recorded Document Images, Alternative Two* is an extension of our proposal to perform the BOC Part 2 Project and Alternative One. It provides BOC with a cost effective option to access new recorded documents stored in the TG recorded document image repository on an outsource basis.

Under Alternative Two, TG would perform document image capture tasks similar to those currently offered to the BOC. On a daily basis, TG would scan new recorded documents, perform image quality review, and enter document index data. The new recorded document images would subsequently be loaded to a designated BOC image server and to the TG recorded document image repository.

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In Alternative Two, the BOC would have the option of retrieving new recorded document images from its own image server or the TG recorded document image repository.

We believe the *Recorded Document Images, Alternative Two* offers the BOC the following benefits:

- *Offers the BOC full access to new recorded documents without the conversion and operations costs.* With Alternative Two, the BOC has the option to delay or eliminate proposed costs to digitally convert new recorded documents. We believe that with Alternative Two, the BOC has an opportunity to save \$100,000 - \$200,000 in document capture software costs and approximately \$100,000 in document scanning and image storage equipment costs. Additional operational costs and staff costs savings could also be derived since the BOC would not require operations staff to perform document preparation and capture tasks.
- *Offers BOC with near term access to necessary recorded documents.* With Alternative Two, TG can offer BOC near term access to new recorded documents. Once new recorded document images have been loaded to the BOC image server and the TG recorded document image repository they will be available for access by BOC offices, both on Oahu and the Neighbor Islands. Under Alternative Two, the BOC will not have to wait for final completion of the BCIS before it is able to access new recorded document images.

402029

SECTION IV, ORGANIZATION AND STAFFING

This section describes the project organization and the roles of the respective project team members. Our proposed project organization has been developed based on the requirements outlined by the BOC for performing *Part 2 Tasks for the Replacement Land Court and Regular Automated Tracking System Project*. It reflects project team units that optimally match individual talents and expertise with the project tasks and responsibilities.

Organization Chart

An organization chart of our proposed project team is provided on the following page. All work to be performed by our proposed project team will be done from TG office locations in Honolulu.

Position Descriptions

This section provides a general description of the positions included in the project organization chart. It also includes the names of our proposed team managers.

BOC Project Manager

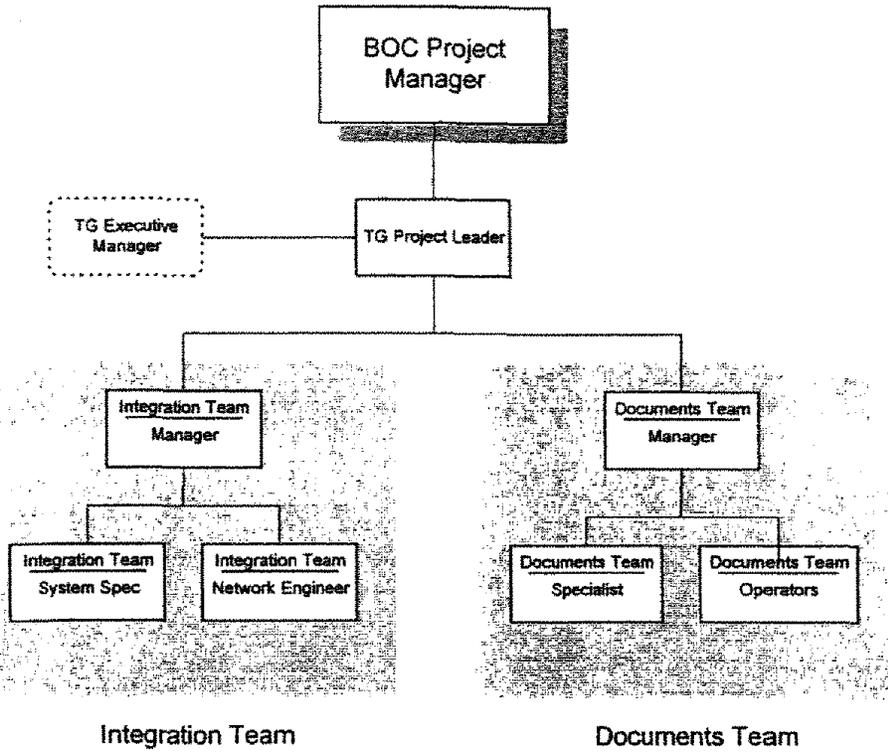
The BOC Project Manager will serve as the designated BOC contact and will work directly with the TG project team. S/he will be the primary point of interaction between the project team and the BOC for administrative and reporting needs.

The BOC Project Managers responsibilities shall include:

- Cooperating with TG project team members in obtaining information as may be required for all project tasks.
- Monitoring the project plan and working with the TG Project Leader to remedy any scheduling issues.
- Scheduling appropriate reviews of project deliverables between the BOC and the TG project team.
- Ensuring that the department's reviews and approvals are provided on a timely basis.

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BOC Part 2 Project Team



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TG Executive Manager

TG Executive Manager will be in overall charge of the Part 2 Project for TG. She will be responsible for providing general supervision of the project, reviewing project matters relating to scope, budget, and billing policy, and reviewing final project deliverables to ensure that they meet TG and BOC quality standards.

The TG Executive Manager for this project will be *Debra Pyrek*. At TG, Debra is Vice President, Corporate Information Systems.

TG Project Leader

The TG Project Leader will be responsible to the BOC and to TG for the operational supervision of the Part 2 project. He will work closely with the BOC Project Manager to manage all aspects of the implementation project including:

- Delivering the project within the time frame and budget proposed;
- Identifying and resolving issues that may complicate the successful project completion;
- Ensuring that all project team members meet their responsibilities and requirements;
- Ensuring that the project staff conform to all technical standards to the project; and,
- Allocating resources and controlling project activities to ensure that the project objectives are met and specified project deliverables are successfully completed.

The TG Project Leader will report to the BOC Project Manager and the TG Executive Manager on a regular basis to discuss the level of service quality and overall project status.

Jeffrey Loo will serve as the Project Leader. As Principal consultant of J.W. Loo & Associates, Jeffrey has many years of experience in project management, as well as a comprehensive background in system development, organization development, and general Hawaii State government operations..

The Integration Team

The Integration Team will be responsible for the tasks associated with implementing the systems supporting the quality review and transmission of recorded document images. Members of this team have been selected for their specialized experience in operational systems and network implementations.

The Integration Team will be managed by *Gerald Opedal*. At TG, Gerald is a Vice President in the Information Systems Department. Additional members of the Integration Team shall include a System Specialist and a Network Engineer. *Steve Tomlinson* will be

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the System Specialist on our project team. At TG, Steve is a System Engineer in the Information Systems Department.

The Documents Team

The Documents Team will be responsible for the tasks associated with implementing the quality review of recorded document images. Members of this team have been selected for their specialized expertise in high volume document imaging projects.

The Documents Team will be managed by *Carlos Buhk*. At TG, Carlos is Director, Record Management. Additional members of the Documents Team shall include a Documents Specialist and approximately 6 Documents Operators.

Contact Information

This section includes required contact information for our proposed project team managers.

NAME	TITLE	PHONE	FAX
Debra Pyrek	Vice President, Information System Department	533-5824	532-3141
Gerard Opedat	Vice President, Information System Department	521-0251	532-3141
Steven B. Tomlinson	System Engineer, Information System Department	539-7746	532-3141
Carlos Buhk	Director, Record Management	533-5803	533-2271
Jeffrey Loo	Principal, J.W. Loo & Associates	528-7176	523-8543

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SECTION V, OFFEROR BACKGROUND AND EXPERIENCE

Title Guaranty of Hawaii, Incorporated

Title Guaranty of Hawaii, Incorporated (TG) will serve as the prime contractor in this proposal to perform Part 2 Tasks for the Replacement Land Court and Regular Automated Tracking System Project.

TG has no pending litigation at this time.

Company Description

Title Guaranty of Hawaii, Incorporated (TG) is the oldest and largest kamaaina title insurance company in the State of Hawaii. Our roots trace back to 1896, with the formation of Makinney and Company; and to 1946, with the formation of Hawaiian Title Company. In 1952, Makinney and Company merged with Hawaiian Title Company, Limited to form Title Guaranty of Hawaii, Incorporated.

TG is located at 235 Queen Street in the Title Guaranty Building. Our sister company, Title Guaranty Escrow Services, Inc. has its main downtown branch in the same building and also has 15 additional branch offices located throughout the islands. There are seven escrow branches on Oahu, three on the Big Island, four on Maui and one on Kauai. Our neighbor island escrow branches provide assistance to the title company in obtaining real property tax information and court proceedings to support our title research.

TG is headed by Michael Pietsch, President, and employs over 200 people. Our title operation is supported by administrative departments responsible for our in-house title plant, records management system, and information systems. Our Information Systems department is staffed by fifteen people, which include Wang VS/UNIX Programmers, Software Engineers, Hardware Technicians, and Technical Operations personnel.

TG is the only title company in the State of Hawaii with a complete in-house title plant. Our title plant consists of copies of recorded documents and translations of early documents written in Hawaiian, dating back to the 1800's. It includes Grantor/Grantee indexes (found at the Bureau of Conveyances), court proceedings relating to real property from all circuits (found at the State Archives and Circuit Courts), and Tax Map information (found at the Real Property Assessment Division, Mapping Branch). We also maintain Federal District Court and Bankruptcy Court records.

In 1960 we began to maintain an internal indexing system by tax map key of all Regular system recorded documents. In 1986 TG automated this system into a computerized database. The database is updated daily for all documents recorded in both Regular and Land Court systems, and new Circuit and Federal court proceedings. Real property tax assessment information is also maintained by tax map key. Our computerized database provides on-line access to property transactions for the past twelve years.

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Title Guaranty of Hawaii, Related Project Experience

This section provides descriptions of related projects performed by TG.

Title Guaranty of Hawaii

Documents and Tax Maps Conversion, 1993 - Present

In 1993 our Imaging Project team worked with numerous vendors to design a system to digitize documents from microfilm. This document system includes tax maps, Land Court documents and Regular System documents (by liber/page before 1990). Our image system scans the microfilm documents, performs Optical Character Recognition (OCR) of Bureau-assigned document numbers for each document, automatically builds the document index, and allows for human verification of the index. At present, approximately 240 documents or 1,700 pages are processed into the digital library each day.

More than 21 million pages, which includes documents recorded since 1986, have been digitized. Images are currently available to 125 concurrent users within our title and escrow companies. Images are currently stored in 20 NSM jukeboxes connected to the main TG network. Documents can be retrieved in 13 seconds. Our ultimate gain in creating a digitized library of documents was realized by the integration of these images to our title research workflow and customer service. The system is currently being upgraded to convert our primary image storage subsystems from the CD jukeboxes to RAID arrays.

Title Guaranty of Hawaii

Integration of Imaged Documents to Title Research, 1995

In 1995 TG designed a unique split screen system for title researchers which enables the simultaneous view of recorded documents and property transactions, while preparing the title report. The integration of our imaging system into our workflow has significantly increased productivity and capacity within the Company. Our clients have also realized significant improvement in our servicing time.

Title Guaranty of Hawaii

Property Management Document Disclosure, 1996 - Present

In 1996 the State of Hawaii enacted the Condominium disclosure laws requiring specific documents to be provided to prospective buyers of condominium units. As a result, large property management companies of these projects were faced with the administrative burden of providing copies of various documents. Several management companies concluded that the process of updating and compiling up to 20 different document types for a full disclosure request required additional staffing and storage space. TG offered an alternative solution using an imaged-based document system.

TG currently provides an image-based document system for five property management companies. Our clients include Chaney Brooks & Company and Hawaiiana Management Company. Unrecorded documents (ex. Reserve Study Reports, meeting minutes, etc.) are received and scanned to our image database. TG delivers the disclosure request by compiling various recorded and unrecorded documents. A condominium disclosure packet can be prepared and packaged in less than 30 minutes due to high-speed, on-line document retrieval.

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Title Guaranty of Hawaii**Integration of Image Documents to Title Plant, 1998**

In 1998 TG fulfilled one of its dreams . . . to create a paperless environment in its title plant. Our image project team designed a unique split-screen workflow system to enable the simultaneous view of recorded documents and data entry screens. In July 1998 we discontinued the printing of recorded documents from microfilm. Our title plant was finally relieved of handling 250 paper based documents each day.

Title Guaranty Escrow Services**Escrow File Imaging, 1998**

In July 1998 we implemented an electronic file storage and retrieval system for our sister Company's escrow transaction files. This file scanning system is located at our record center facility in Moanalua. The system scans approximately 10,000 pages each day using a single scanner.

J.W. Loo & Associates

J.W. Loo & Associates will serve as a subcontractor on the BOC Part 2 Project.

J.W. Loo & Associates has no pending litigation at this time.

Company Description

J.W. Loo & Associates (JWLA) is a management consultant firm providing information technology and organization development consulting services to clients throughout Hawaii and the Pacific Rim. Established in 1985, J.W. Loo & Associates is a sole proprietorship headed by its principal, Jeffrey Loo.

We are versatile, consulting specialists with a clientele that includes major private sector companies, government organizations and non-profit agencies.

In assisting clients with their organization problems, JWLA takes an integrated consulting approach. We emphasize using information technology to help them improve the overall well-being of their company.

However, before applying information technology solutions, JWLA works with clients to examine their full company practices. We help them to analyze their internal processes and organization resources and make sure that they are well aligned with our clients' strategic business objectives.

One of our fundamental business principles is that we assign the best consulting talent to our client projects. Besides the expertise provided by our firm's associates, we are strategically allied with leading consulting firms in Hawaii and the Mainland and thus have access to the most qualified consultant resources available.

Over the past five years, our management consulting associates have performed successful engagements for numerous public and private sector clients with respect to the following areas:

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- **Information Technology.** We have assisted a wide range of clients with implementing information technology solutions. Specifically, we have developed system process models, defined process and data requirements, assessed system alternatives, developed system specifications and installed package systems.
- **Organization Development.** Our prior engagements have included organization reviews and analyses to assist clients with developing more effective organizational structures, work processes, and information flows. Our projects in this area have dealt with assessing operational effectiveness and efficiency in corporate and governmental operations including reviewing operating policies and procedures, management and worker practices, and service delivery methods.
- **Regulations.** We have assisted state and county agencies in determining the impact of federal regulations upon their operations, complying with these requirements, and assessing the effectiveness of the regulatory process. In addition, we have performed analyses that have assisted our clients to reduce or eliminate non-compliance sanctions. **General Studies.** We have performed research, evaluation and analysis projects in a wide range of areas including real property, economic development, vocational education, public education, demographic profiles and market trends.

Clients Served

A partial list of J.W. Loo & Associates clients includes the following:

Amfac Distribution, Hawaii
 Ashiya University (Japan)
 Brewer Environmental Industries
 Fred E. Waldron, Ltd.
 Hawaii Community Foundation
 Hawaii Health Information Corporation
 Hawaii Medical Association
 Healthcare Association of Hawaii
 Locations, Inc.
 Monroe & Friedlander Inc.
 Monroe & Friedlander Management Inc.
 North Hawaii Community Hospital
 Pacific Healthcare Research Institute
 St. Francis Healthcare System of Hawaii
 Straub Clinic & Hospital
 Summit Planning
 Title Guaranty of Hawaii

State of Hawaii

- Department of the Attorney General
- Department of Business, Economic Development & Tourism
- Department of Commerce and Consumer Affairs
- Department of Education
- Department of Hawaiian Home Lands
- Department of Health
- Department of Transportation
- Office of Environmental Quality Control
- Office of the Governor
- Office of the Legislative Auditor
- University of Hawaii
- City & County of Honolulu
- Department of Transportation

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J.W. Loo & Associates, Related Project Experience

Office of the Attorney General,

System Design, August 1994 - June, 1995

System Implementation, December, 1996 - 1997

For this major state agency, JWLA assisted with the development of an application and database system to support the statewide tracking of adult offenders. Our project responsibilities include performing business area analysis, designing application modules, and performing IE system methodology training. In a prior engagement, we assisted with selecting system methodologies and ICASE tools and developing the system function model for the application. Participating agencies included the police, prosecutor, judicial, and corrections related organizations in Hawaii. The system environment uses System Architect (CASE), Martin IE (methodology), Powerbuilder (system development) and Oracle 7 (RDBMS).

Department of Health

System Requirements, February 1994 - January 1995

For this major state health agency, we developed system requirements and technical specifications for a statewide child immunization tracking system. This include performing needs assessments, developing design alternatives, and preparing specifications for implementation of a data repository interfaced with the major primary care provider and insurers in Hawaii. For this engagement, the AGS SDM/Structured system development methodology was used.

Department of Transportation

System Requirements and Procurement, May 1993 - April 1994

For this major state transportation agency, we performed a requirements and feasibility study for imaging system applications to improve the performance of business processes in the airports operations. Both administrative and operations applications were included in the study scope. Our role included assessing user needs, defining systems requirements and specifications, assessing related network infrastructure, developing the system implementation RFP and performing project management on the system implementation. We used the AGS SDM/Structured system development methodology for this engagement.

Department of Health

System Requirements and Design, January 1992 - June 1992

For this major state agency, we assisted with a project to determine strategies for improving the processing and archiving of vital health records. This project involves performing a system analysis using the SDM/Structured Small Project Methodology and developing a functional certificate processing prototype. For the functional prototype, we assisted with developing applications to integrate Wang VS image files with DEC VAX based MUMPs data indexes on a Novell LAN. For this project, we were teamed with Wang Laboratories and ISDI.

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Office of the Governor

Project Facilitation, March 1996 - July 1996

For this executive State agency, we performed project management assistance to support court mandated compliance activities in the child mental health program area. Our responsibilities included facilitating project planning, analyzing project alternatives, and defining project schedules and deliverables.

Office of the Governor

Organization Reengineering, April 1995 - June 1995

For an executive State agency, we implemented an organization reengineering analysis to identify candidate agency processes that would benefit from business process reengineering. The scope of the analysis included all Executive Branch departments. The focus of the analysis includes identifying redundant public services, overlapping functional authorities, and diffused program responsibilities.

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SECTION VI, PRICE

Per the instructions in RFP ICS-FY-99-052, Section 2.9.4.7, Price, this section includes our proposed pricing for performing the BOC Part 2 project tasks.

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PART 1

Offeror declines proposing a price for PART 1

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PART 2

This section provides a summary of our proposed price for performing the BOC Part 2 project tasks. It also contains our stated assumptions.

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PART 2

Cost of Work

Based on the information provided to us and our stated assumptions, our estimated price to complete the BOC Part 2 project tasks as specified in the RFP ICS-FY-99-052 are provided below. Our price estimates are exclusive of out of pocket expenses (parking, form/supplies, extra image copies) that may be incurred to complete the project. These expenses will only be incurred with prior client approval and will be billed as a reimbursable expense.

DESCRIPTION	UNITS	UNIT PRICE	PRICE
Recorded Document Images*	2,000,000	\$.20	\$ 400,000
SUBTOTAL			\$ 400,000
Hawaii General Excise Tax (4.166%)			\$ 16,664
TOTAL			\$ 416,664

*Unit Price = (\$.025/page X 8 pages/doc)

As stated, our proposed price is for a ten-year span of recorded document images that would be delivered to the BOC by March 31, 2000. Should the BOC opt to order the ten-year span of images in two five-year increments, our proposed price for *each* increment would be \$208,332 including Hawaii General Excise Tax.

Assumptions

Our assumptions include the following:

- Our proposed fee is based on the total number of recorded document images actually delivered and accepted by the BOC. The 2,000,000 unit reference used in this price proposal is based on the total number of images estimate provided by the BOC in the RFP.

Should the actual delivered images total be more or less than the reference amount, our price will be based on a unit price of \$.20 per document image.

- It is our understanding that a single recorded document image is equivalent to a recorded document. Our proposed price is based on documents delivered, not pages. It assumes that each recorded document image contains approximately 8 pages per document. For computation purposes, our proposed price of \$.20 per document is based on a charge of \$.025 per page.

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PART 2

- Our proposed price is based on the assumption that the BOC selects a ten-year span of recorded documents with a starting period no earlier than January 1987.
- The monthly lease line charges for a single, dedicated telecommunications link installed between the BOC and TG are included in our proposed price and shall be the responsibility of TG until the scheduled end of this project phase on March 31, 2000. Thereafter, the costs for the lease line will be included in an outsource service agreement between BOC and TG or alternatively, the lease line will be terminated and removed if no agreement is entered into after March 31, 2000.
- Our proposed price is based on the assumption that we will incrementally bill for and be paid for recorded document image batches as they are transmitted and accepted by the BOC throughout the scheduled project period through March 31, 2000.
- Our proposed price is based on our assumption that acceptance of our deliverables will not be held contingent upon successful completion and acceptance of Part 1 deliverables.
- Our proposed approach includes an option for the BOC to use the TG image repository over the dedicated telecommunications link to access stored recorded document images during the duration of this project. Should the BOC be interested in exercising this option, TG is willing and prepared to discuss with the BOC a defined scope (e.g. number of users, BOC/public users, means of access) and a price for the service.

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SECTION VII, CERTIFICATION

Per RFP ICS-FY-99-052, Section 2.9.4.8, Certification, this section includes our certification setting forth our statement of the stipulated representations.

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TITLE GUARANTY OF HAWAII

INCORPORATED

235 QUEEN STREET • P.O. BOX 3084 • HONOLULU, HAWAII 96802 • TELEPHONE 533-8281

May 20, 1999

Mr. Lester M. Nakamura, Administrator
Information and Communication Services Division
Department of Accounting and General Services
1151 Punchbowl Street, Room B10
Honolulu, HI 96813

SUBJECT: Certification Letter

Dear Mr. Nakamura:

Per the instructions contained in RFP No. ICS-FY-99-52, Certification (Section 2.9.4.8), the undersigned certifies the following:

- The prices and cost data were arrived at independently, without consultation communication, or agreement with any other Offeror or competitor.
- Unless otherwise required by law, the prices and cost data that were submitted have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
- No attempt was made or will be made by each Offeror to induce any other person or firm to submit or not to submit a price for the purpose of restricting competition.

Respectfully Submitted,

Michael A. Pietsch, President
Title Guaranty of Hawaii, Inc.
235 Queen Street
Honolulu, Hawaii 96813

5/21/99

Date

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ATTACHMENT A, STAFF RESUMES

Per RFP ICS-FY-99-052, Section 2.9.4.5, this section includes resumes for all TG team managers on our proposed project team. A list of these individuals is provided below:

NAME	STAFF TITLE	PROJECT POSITION
Debra Pyrek	Vice President, Information System Department	TG Executive Manager
Gerald Opedal	Vice President, Information System Department	Integration Team Manager
Steven B. Tomlinson	System Engineer, Information System Department	Integration Team System Specialist
Carlos Buhk	Director, Record Management	Documents Team Manager

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NAME

Debra L. Pyrek

POSITION

**Vice President, Corporate Information Systems
Title Guaranty of Hawaii, Incorporated**

PROFILE

Debra has extensive experience as a project manager, as well as hands-on programming expertise. She has technical expertise in design, implementation, testing and deployment of software applications and systems.

She has in-depth knowledge of the following programming languages, software packages and design tools: Microsoft Visual Basic 3.0 /4.0/5.0/6.0, Structured Query Language (SQL), Relational database design using Logic Works' ERwin/ERX, Database experience using Sybase System 10 and 11, Microsoft SQL Server 4.21, 6.0, 7.0, dBASE, Microsoft Access 2.0, 7.0, 97, Microsoft SourceSafe version control software, Microsoft Office 95 and 97 (all applications), Microsoft Project, Graphical development packages including Designer, PhotoStyler, HiJaak PRO, Icon Works, Visio, Publisher's Paintbrush, and various commercial and shareware products, Internet applications (Netscape, Mosaic, MSN, Eudora), Client-server and Wide Area Network (WAN) protocols (TCP/IP, FTP), Database communications via Sybase Open Client, ODBC and DBLIB, Windows 3.x, 95, 98 and NT, UNIX, DOS, OS/2 operating systems, Autocad 12, Asymetrix' Toolbook, C programming language, WordPerfect for DOS and Windows

EDUCATION

BS, Industrial Engineering, University of Illinois, Urbana

EXPERIENCE

**Title Guaranty of Hawaii, Inc., 1998 - Present
Vice President, Corporate Information Systems**

Department Manager responsible for all computer and information systems in use and in development at Title Guaranty of Hawaii and Title Guaranty Escrow. Manages an information systems staff of 15. Project Manager for all Imaging related systems development and implementation projects.

**Metro Information Services, 1997 - 1998
Information Systems Consultant/Staff Support Coordinator**

Assigned as Project Manager for a major long distance telephone carrier. Leading a 9-member development team in designing and implementing Customer Service and Billing systems. Systems included Visual Basic 4.0 32-bit clients running on Microsoft NT 4.0 workstations and a Sybase System 11 database running on Sun Solaris 2.5.

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Processed over 1.2 million records per day in telephone call data. Performed Sybase DBA duties for the production and development environments. Responsible for the UNIX-based server. Hardware included three Sun Sparc machines, one with a disc array running Veratis Volume Management software and one remote server. Responsible for designing data replication to 3 remote sites. Responsible for data warehouse design and implementation. Served as Staff Support Coordinator for Metro, responsible for managing the development team. Duties included monthly status reports, employee reviews, technical interviews, additional staffing requirements, scheduling, time sheets, etc. Promoted to Staff Support Coordinator within 90 days of employment.

Title Guaranty of Hawaii, Inc. 1994 - 1997
Systems Development Director

Managed all IS projects for both Title and Escrow departments. Duties included project prioritization, scheduling, systems analysis, technical design and implementation. Served as Information Services liaison between departments and all levels of management, including company owners. Designed and developed systems for the real estate industry. Managed a team of 6 developers responsible for creating this system. Initially built a working prototype of the system (Visual Basic 3.0, Microsoft SQL Server 4.21). Expanded concepts and skills from prototype development into building the fully developed system (Visual Basic 3.0/4.0, Microsoft SQL Server 6.0/6.5). Involved in the design of all major features of the actual system. Interfaced with consultants and vendors responsible for other project deliverables. Responsible for database design and data integrity (ERwin/ERX 2.5).

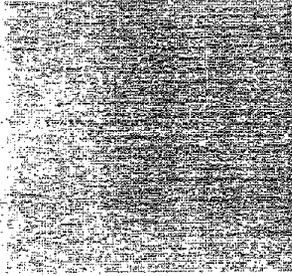
Sargent & Lundy Engineers, Inc. 1991 - 1994
Instrumentation and Control Human Factors Engineer

Developed technical software applications for the power industry. Specialized in user interface design. Created software usability requirements and testing plans. Designed and implemented training courses in Human Factors Engineering for both engineering and non-technical audiences. Designed and implemented training courses in client-server software development and related technologies. Designed fossil and nuclear power plant control room layouts and associated control systems, including control panel design and distributed control systems implemented in power plants world-wide.

Independent Contractor, 1993
Software/System Engineer

Created a hospital infant monitoring system. Designed monitoring methodology and defined system requirements. Developed prototype of Infant Tracking and Monitoring system. Implemented the design in the actual system that provides hospitals a means of monitoring perimeter and tamper alarms as well as infant tracking capabilities to improve hospital security.

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Peterson/Puritan, Inc. 1990
Industrial Engineer

Developed procedures used to analyze and improve productivity and reduce costs incurred in the bottling of aerosol and liquid products. Analyzed production line and associated equipment and identified problem areas in economic terms. Resolved to implement an equipment upgrade on a single machine to significantly reduce scrap produced.

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NAME	Gerald Opedal
POSITION	Vice President, Information Systems Department Title Guaranty of Hawaii, Incorporated
EDUCATION	B.S., ICS, University of Hawaii, Manoa
EXPERIENCE	Title Guaranty of Hawaii, Inc., 1987 - Present Vice President, Information Systems Department Department Manager responsible for computer and information systems projects Title Guaranty of Hawaii. Manages an information systems staff of 8. Bishop Trust, Co. Ltd. Programmer/Analyst

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NAME

Steven B. Tomlinson

POSITIONSoftware System Engineer, Corporate Information Systems
Title Guaranty of Hawaii, Incorporated**PROFILE**

Steven has seven years experience in design, development, and implementation of custom client/server, database, imaging, and application solutions utilizing Visual Basic, SQL, and related development tools. He has demonstrated expertise in developing Internet/Intranet applications utilizing HTML, JavaScript, VBScript, Active Server, and ActiveX technologies. Familiar and comfortable working with the latest computer technologies and tools.

He has in-depth knowledge of the following programming languages, software packages and design tools: Windows (3.0, 3.1, 3.11, 95, NT, NT Workstation), Visual Basic 3.0, 4.0, 5.0, 6.0, SQL, ADO, DAO, ODBC, COM, DCOM, MS-Access/JET databases, Active Server Pages, HTML, VBScript, JavaScript, Microsoft Internet Explorer, Microsoft Office, Microsoft Visual Studio, Microsoft FrontPage98, Microsoft SQL Server 6.5 and 7.0, Microsoft Internet Information Server, Microsoft Access, Microsoft Project

CERTIFICATIONS

Currently pursuing Microsoft Certified Solution Developer Certification.
Microsoft Developer Network Universal Member
Microsoft SiteBuilder Member

EDUCATION**EXPERIENCE**

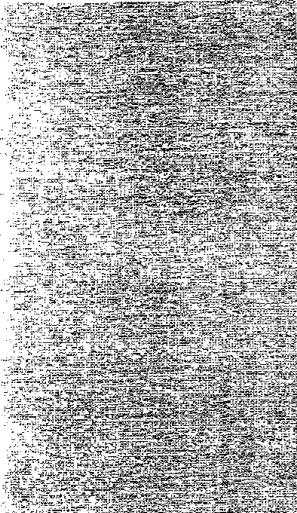
Title Guaranty of Hawaii, Inc., 1999 - Present
System Engineer, Corporate Information Systems

Primarily responsible for development of corporate imaging applications and supporting systems environment. Also develops server side application to support image retrieval, display and printing functions.

Logical System Services, 1998 - 1999
Senior Software Developer

Primarily responsible for development of shrinkwrap OEM application to be resold internationally to the security and law enforcement industry. Product developed with Visual Basic 6.0 as an n-tier (distributed) application. Major deliverables include an ActiveX Server component utilizing Access or SQL-Server for data persistence, an ActiveX DLL to enforce business rules and data integrity on the client side, as well as the user interface. Ancillary responsibilities include evaluation and recommendation of third-party tools and code libraries and providing assistance to junior developers.

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Independent Contractor, 1995 - 1998
Software/System Engineer

- Engaged in providing software development services throughout the development cycle from initial design and scope specification to final implementation, training, and documentation, via strategic relationships with VARs/Integrators. Services include participating in sales and project development meetings with clients, recommending application and development tools, project management, source code development, end-user training, maintenance and enhancement. Clients included Hawaiian Airlines - Airline Ticket Imaging, OCR, and Archiving System (25,000 documents per day), State of Hawaii - Office of the Governor - VB Document Management System, KTA Grocery - VB Image Conversion Utility for Document Imaging/Management System, Hawaii Community Foundation, HPU - Pacific Islands Institute, Beechman Agencies, The Law Offices of Tongg & Tongg.

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NAME**Carlos Buhk****POSITION**Director, Record Management
Title Guaranty of Hawaii, Incorporated**EDUCATION**

Foothill College, Los Altos, California

EXPERIENCE**Title Guaranty of Hawaii, Inc., 1988 - Present**
Director, Record Management

Carlos is responsible for TG's records management and is the general manager for our property disclosure operations. Carlos has the expertise in designing workflow systems for records management and document imaging.

Amdahl Computer Company
Graphic Communications Director

Managed a staff of 125 employees. Developed and implemented a plan which converted a Drafting department of 30 employees to a Computer Aided Design (CAD) department of five employees. This system eliminated the need for manually updating engineering drawings there by improving turn around time for changes. Responsible for successful conversion of papger Automated Logic Diagrams (ALD) to fiche. Developed a nationally recognized system which produced photo-direct offset printing plates from an image database.

Lockheed Missiles and Space Company
Reproductions Supervisor

Supervised a staff of 25 employees responsible for lithography, blueprinting, duplicating, and micrographics.

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ATTACHMENT B, STAFF REFERENCES

Per RFP ICS-FY-99-052, Section 2.9.4.5, this section provides at least three (3) references for each TG staff member included in *Attachment A, Staff Resumes*.

NAME	PROJECT POSITION	REFERENCES
Debra Pyrek	TG Executive Manager	<p>Janet Ellis Director, Metro Information Services Virginia Beach, VA (757) 486-1700</p> <p>Greg Colbert Executive Consultant IBM Global Services Honolulu, HI 96734 (808) 597-9394</p> <p>Jack Willey President/CEO ISDI (Interisland Systems Development and Integration) Honolulu, HI (808) 944-8742</p>
Gerald Opedal	Integration Team Manager	<p>Karen D. Torn Bank of Hawaii Assistant Vice President Database Marketing Manager 537-8383</p> <p>Chu Lan Shubert Kwock ABC Mortgage Owner 545-2442</p> <p>Robert K. Vierck Decision Support Services, Inc. President 538-7457</p>

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NAME	PROJECT POSITION	REFERENCES
Steven B. Tomlinson	Integration Team System Specialist	<p>Gregory P. Barbour Assistant to the Director DBEDT No. 1 Capitol District Building 250 S. Hotel St. Room 508 P.O. Box 2359 Honolulu, HI 96804 586-2548</p> <p>Wade Kamikawa Data Processing Systems Analyst DBEDT No. 1 Capitol District Building 250 S. Hotel St. 4th Floor Honolulu, HI 96813 586-2487</p> <p>Rob Hardisty Vice President Strategic Information Solutions 239 Merchant St. Honolulu, HI 96813 537-5523 Ext. 230</p>
Carlos Buñk	Documents Team Manager	<p>Maryann Kusaka 5151 Nohou Street Kapaa, HI 96746 822-5444</p> <p>Donald Schoenfeld 1684 Kelaokaa Street Koloa, HI 96756 742-1398</p> <p>Jim Miller 2751 Milohi Loop Koloa, HI 96756 742-2421</p>

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ATTACHMENT C, OFFEROR'S FINANCIALS

Per RFP ICS-FY-99-052, Section 2.9.4.6, Offeror's should include financial statements for the previous three years. TG expresses its willingness to provide access to the specified financial information in compliance with this requirement should it be selected as the vendor to perform the BOC Part 2 Project tasks.

Title Guaranty of Hawaii, Incorporated is a privately held corporation registered to do business in the State of Hawaii and is in good standing with the Hawaii State Department Commerce and Consumer Affairs and Department of Taxation. As a privately held corporation, TG considers its financial statements to be confidential and proprietary. Based on our understanding that this proposal will be classified as a public document should TG be selected as the BOC Part 2 Project vendor, we believe that inclusion of our financial statements in this proposal may result in public exposure of corporate information that may compromise confidentiality requirements related to current and prospective TG business.

Upon notification of award to perform the BOC Part 2 Project tasks, TG shall make available, at TG's corporate office in Honolulu, the specified three years of financial statements for review by an authorized State auditor or financial analyst.

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ATTACHMENT D, OFFEROR'S REFERENCES

Per the instructions provided in RFP ICS-FY-99-052, Section 2.9.4.6, Offeror Background and Experience, this section includes information on our client references.

NAME	POSITION	CONTACT INFO
Michael Packard	CEO, Chaney Brooks	686 Coral Avenue Honolulu, HI 96813 544-1600
Emory Bush	President, Hawaiiana Property Management Co.	711 Kapiolani Blvd. #700 Honolulu, HI 96814 593-6866
Ruth Okada	Vice President, Aston Hotel Resort Management Division	Honolulu, HI 96815 931-1400

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ATTACHMENT E, SUBCONTRACTOR RESUMES AND REFERENCES

Per the instructions provided RFP ICS-FY-99-052, Section 2.9.4.1, Introduction, this section provides resumes and references for subcontractor staff assigned to our proposed project team.

The required information is provided for Jeffrey Loo our proposed TG Project Leader. Jeffrey is Principal Consultant at J.W. Loo & Associates.

Resume

A resume for Jeffrey Loo is provided on the following page.

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NAME

Jeffrey W. Loo

POSITIONPrincipal Consultant
J.W. Loo & Associates**PROFILE**

Jeffrey has over fifteen years experience implementing management and information system analyses projects in the public and private sectors. He has technical expertise in information systems design and implementation, management and systems analyses, reorganization analysis and project management.

He has worked extensively in system development methodology environments including Martin's Information Engineering, Software AG's SDM, Deloitte & Touche's 4Front, and IBM's BSP. He has successfully completed projects in the IBM 3000, IBM 4300, and Prime mainframe, HP 9000 UX and in Microsoft NT/Novell local area network PC environments.

EDUCATION

Ph.D. Candidate, Political Science, University of Hawaii, Manoa
M.A., Political Science, University of Michigan, Ann Arbor
B.A., Political Science, University of California, Berkeley

AFFILIATIONS

- Association for Information and Image Management, Aloha Chapter, President (1996 - 1997), Vice President (1993), Education Committee Chair, (1993-1996, 1997 - Present)
- Catholic Charities-Family Services, Board Member, (1996- Present)
- Catholic Charities, Long Range Planning Committee (1998 - Present)
- Aloha United Way, Allocations Panel IV, 1993 - Present
- Healthcare Information and Management System Society, Member, 1997 - Present
- Immigrant Center, President, 1992 - 1995
- Hawaii Society of Corporate Planners, Member, 1991 - 1993
- Data Processing Management Association, Member 1991 - 1993
- Hawaii Government Employee Association, Member (1976 - 1985), Steward (1980 - 1982) Island Division Representative (1982 - 1984)
- State Certified Lemon Law Arbitrator, 1997 - 1999
- US Dept. of Commerce, Telecommunications and Information Infrastructure Assistance Program (TIAP), Grants Reviewer, 1998

RECENT PRESENTATIONS

- *Health Care Quality Management Information Systems*, Outcomes Measurement: Assessing Quality of Health Care in Hawaii, September, 1992
- *Medical Records and Data: Data Analysis*, Institute for Telehealth and Telemedicine, September, 1997

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**PRESENTATIONS
(Cont.)**

- *Email Policy Statements*, Association for Information and Image Management: *Legal Frontiers in Electronic Communication & Commerce*, October, 1997
- *Electronic Documents Management Systems*, Association for EDP Auditors, June 1997
- *Electronic Records in a Networked World*, Information System Security Association, January, 1997

EXPERIENCE

Projects that Jeffrey has undertaken include the following:

St. Francis Healthcare System of Hawaii. Jeffrey is a system architect on this project to develop an integrated clinical and financial decision support system.

Hawaii Health Information Corporation. Jeffrey is an outsource technical consultant providing project management services for several clinical data repository projects involving management and analysis of data from all hospitals in Hawaii.

State of Hawaii, Office of the Attorney General. Jeffrey was a senior analyst on a project team responsible for developing system design specifications for a state-wide offender tracking system.

Straub Clinic and Hospital. Jeffrey was the project manager for a project to implement a clinical data repository containing inpatient and outpatient information extracted from mainframe resident online applications.

State of Hawaii, Department of Transportation. Jeffrey was the project manager and senior analyst for this project to design and procure an office automation solution that incorporated imaging system applications to improve the performance of business processes in the airports operations.

State of Hawaii, Department of Business, Economic Development & Tourism. Jeffrey was the project manager for a project to implement a unified tax and employer registration form for new businesses in Hawaii.

State of Hawaii, Office of the Governor. Jeffrey was responsible for facilitating the development of project plans, analyzing project alternatives, and defining deliverables and schedules for this project to assist the State to comply with court order actions related to the Felix v. Waihee case.

State of Hawaii, Office of the Governor. Jeffrey was the manager of a staff team responsible for performing an organization reengineering analysis covering the Executive Branch of the Hawaii state government.

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References

References that may be called are provided below.

NAME	PROJECT POSITION	REFERENCES
Jeffrey Loo	TG Project Leader	<p>Dr. Susan Forbes, Executive Director Hawaii Health Information Corporation 600 Kapiolani Blvd, Suite 406 Honolulu, Hawaii 96813 (808) 534-0288</p>
		<p>Ms. Laura Matsuda-Colbert, Vice President Child & Family Services 91-1841 Pt. Weaver Road Ewa Beach, Hawaii 96706 (808) 681-1453</p>
		<p>Ms. Jean Oshita-Kimura, Administrative Services Officer Department of Transportation, Airports Honolulu International Airport Honolulu, Hawaii 96817 (808) 838-8607</p>
		<p>Mr. Ryan Ushijima, Securities Commissioner Department of Commerce and Consumer Affairs PO Box 541 Honolulu, Hawaii 96809 (808) 585-2734</p>

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ATTACHMENT F, TECHNICAL POINT RESPONSE WORKSHEET

Per the instructions provided RFP ICS-FY-99-052, Section 2.9.4.1, Introduction, this section provides the completed Technical Point Response Worksheet for TG.

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APPENDIX A

TECHNICAL POINT RESPONSE

RFP NO. ICS-99-52
TECHNICAL POINT RESPONSE WORKSHEET

Cross Reference Location

Specification

- | | | | |
|---------------|-----|--------|---|
| <u>Page 6</u> | 1. | | If the specification is addressed in more than one location in the Offeror's Proposal and/or documentation, only the two (2) major cross-reference locations are to be given. |
| _____ | 2. | 3.5.1 | Consistent. |
| _____ | 3. | 3.5.2 | LAN. |
| _____ | 4. | 3.5.3 | Operating System Standard. |
| _____ | 5. | 3.5.4 | Standard Hardware. |
| _____ | 6. | 3.5.5 | Training. |
| _____ | 7. | 3.5.6 | Redundancy. |
| _____ | 8. | 3.5.7 | Access to Information. |
| _____ | 9. | 3.5.8 | Fees. |
| _____ | 10. | 3.5.9 | Standardization. |
| _____ | 11. | 3.5.10 | Safeguards. |
| _____ | 12. | 3.5.11 | Data Analysis. |

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TECHNICAL POINT RESPONSE

- _____ 13. 3.5.12 Data Migration.
- _____ 14. 3.5.13 Backward Compatibility.
- _____ 15. 3.5.14 Working System.
- _____ 16. 3.5.15 Disaster Recovery.
- _____ 17. 3.5.16 Access Security.
- _____ 18. 3.5.17 Minimize Disruptions.
- _____ 19. 3.6.1 General Imaging Requirements
- _____ 20. 3.6.1.1 The imaging technology proposed must support both locally attached workstations and those that are remotely connected to the imaging server by telecommunications lines.
- _____ 21. 3.6.1.2 The proposed system must integrate the BOC's current *microfilm capture procedure*.
- _____ 22. 3.6.1.3 The proposed system must permit any BOC user, with proper hardware and software, to retrieve and view images from the proposed BCIS.
- _____ 23. 3.6.1.4 The Offeror's proposal must identify the hardware and software needed to adapt imaging to a variety of needs.
- _____ 24. 3.6.1.5 The system shall run on server hardware that can effectively and efficiently support workflow and imaging for the BOC.

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APPENDIX A

TECHNICAL POINT RESPONSE

- _____ 25. 3.6.1.6 Jukeboxes must allow for definable allocation of files so that individual platters reflect appropriate BOC retention schedules.
- _____ 26. 3.6.1.7 The system must meet any legal requirements for image storage and retrieval while providing the fastest access times possible.
- _____ 27. 3.6.1.8 The system shall support batch scanning.
- _____ 28. 3.6.1.9 The system shall provide effective methods for scanning and indexing long (maximum 8 1/2"x 14") documents and address the long term goal of incorporating map images.
- _____ 29. 3.6.1.10 The proposed system must be able to scan and recognize bar code information.
- _____ 30. 3.6.1.11 Offerors must include a two-sided scanner since the BOC receives approximately 200 doubled-sided documents a day.
- _____ 31. 3.6.1.12 Users within the BOC shall be able to retrieve an 8 1/2" X 14" document stored on a jukebox in less than 15 seconds (disk mount time and image view time). Please include documentation for jukebox response time.
- _____ 32. 3.6.1.13 An image for viewers at a remote site shall be available for transmission in less than 15 seconds.
- _____ 33. 3.6.1.14 Users shall be able to retrieve a page from an active file on magnetic media in
- _____ 34. 3.6.1.14 less than 2 seconds.

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APPENDIX A

TECHNICAL POINT RESPONSE

- _____ 35. 3.6.1.15 From magnetic media, users shall be able to turn from one page in a document to another in less than 1 second.
- _____ 36. 3.6.1.16 The system shall provide zoom capabilities.
- _____ 37. 3.6.1.17 The retrieval screen shall display both the index and the imaged document, simultaneously side by side.
- _____ 38. 3.6.1.18 The system shall allow staff to index documents while looking at the documents online.
- _____ 39. 3.6.1.19 The system should allow for the long term goal of scanning and printing oversized maps.
- _____ 40. 3.6.1.20 The system must allow for 64 electronic comments with 256k minimum per note for each image, visually associated with the document or map.
- _____ 41. 3.6.1.21 It is desirable that these be the electronic form of Postit type notes.
- _____ 42. 3.6.1.22 Image file formats must support the Consultative Committee for International Telephone and Telegraph (CCITT) Group III and IV standard. Images shall be scanned in at a minimum of 200 dpi for most documents and 300X400 dpi for documents with small fonts, handwriting, or detailed line art.
- _____ 43. 3.6.1.23 Users shall be able to browse through documents and quickly retrieve selected pages.
- _____ 44. 3.6.1.24 Users shall be able to print groups of pages from a long document by simply identifying the range of page numbers, such as 3-5, 8-10.

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APPENDIX A

TECHNICAL POINT RESPONSE

- _____ 45. 3.6.1.25 Users shall be able to display two pages of the same document side by side.
- _____ 46. 3.6.1.26 The proposed system must have the ability to scan images in random order and present them later in sequence by Official Record Number. (Labels with OR Number will have been attached as part of cashiering).
- _____ 47. 3.6.1.27 The proposed system must provide image enhancement capabilities to assure good quality images from scanned documents.
- _____ 48. 3.6.1.28 The proposed system must provide the State with the capability to correct the stored image of documents. The original document number must be retained. The legal integrity of the document must be preserved.
- _____ 49. 3.6.1.29 The proposed system must permit the capability to generate microfilm images of all scanned documents and map images.
- _____ 50. 3.6.1.30 The proposed system must maintain and report statistics for the scanning process, to include number of documents scanned, number of pages scanned (broken down by operator), and the number of errors encountered. These must be accumulated and reported on a daily or monthly basis at the minimum.
- _____ 51. 3.6.1.31 The system must be able to export imaging statistics to any major spreadsheet package.
- _____ 52. 3.6.2.1 The system must recognize when a document is scanned with another document as an attachment.
- _____ 53. 3.6.3.1 The database must be a production class DBMS to ensure data integrity at all times, which

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APPENDIX A

TECHNICAL POINT RESPONSE

includes back-ups and recovery capabilities. The preferred databases are DB2 or Oracle. If alternative databases are suggested, please indicate the reason for supporting the alternative.

- _____ 54. 3.6.3.2 Capabilities for index and image maintenance and access.
- _____ 55. 3.6.3.3 Automatic error detection and recovery.
- _____ 56. 3.6.3.4 Dynamic backup of in progress updates after process failure.
- _____ 57. 3.6.3.5 All transactions that have not completed successfully as a result of a power failure, failure of any software related to BCIS, failure or unplanned emergency shutdown of any equipment must be backed out. The term completed shall mean the confirmed storage of data related to any part of the transaction. The offeror shall detail the level of compliance with this requirement.
- _____ 58. 3.6.3.6 Maintenance of accurate and duplicate audit record on separate physical medium.
- _____ 59. 3.6.3.7 Support for mirrored (duplicate) images.
- _____ 60. 3.6.3.8 Locking mechanisms to guarantee data integrity.
- _____ 61. 3.6.3.9 Deadlock detection and prevention.
- _____ 62. 3.6.3.10 Multi-threaded processing to speed access time between users and the database.

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TECHNICAL POINT RESPONSE

- _____ 63. 3.6.3.11 Concurrent processing of more than one user request accessing the database at the same time.
- _____ 64. 3.6.3.12 Formatting of fields and rule based edits by the system administrator.
- _____ 65. 3.6.3.13 A complete audit trail of revisions, changes and edits to information in the database.
- _____ 66. 3.6.3.14 Backups at a preset time without interrupting database access. Incremental backups shall be supported.
- _____ 67. 3.6.3.15 The ability for all fields to be marked "required" or "not required" depending on the
- _____ 68. 3.6.3.15 type of data being entered.
- _____ 69. 3.6.3.16 Different security levels within the same database for documents.
- _____ 70. 3.6.3.17 The ability for users to generate reports and queries according to their needs:
- _____ 71. 3.6.3.18 Online, context sensitive help.
- _____ 72. 3.6.3.19 Online training facilities for end-users.
- _____ 73. 3.6.3.20 "Hot key" capability to move from screen to screen, software to software.
- _____ 74. 3.6.3.21 Both menu and key codes for customers.

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APPENDIX A

TECHNICAL POINT RESPONSE

- _____ 75. 3.6.3.22 Consistent terminology within a screen, from screen to screen, and in online help and vendor documentation.
- _____ 76. 3.6.3.23 Current optical image available online.
- _____ 77. 3.6.3.24 Optical image available offline (with platter identified).
- _____ 78. 3.6.3.25 Microfilm image available (with reel and image identified).
- _____ 79. 3.6.3.26 BCIS must process the condition where no image is available for a document.
- _____ 80. 3.6.4.1 Scan heavy card stock
- _____ 81. 3.6.4.2 Capture pencil and light markings
- _____ 82. 3.6.4.3 Scan a minimum of 8 pages per minute for low volume applications
- _____ 83. 3.6.4.4 Scan 8.5 x 11 and 8.5 X 14 size documents
- _____ 84. 3.6.4.5 Scan maps up to 18" x 26" depending on the needs of the department. Some older maps have canvas. This requirement is to be a part of Section 3.10.11, Task 12 IS Requirements Study.
- _____ 85. 3.6.4.6 Backing; scanners should be able to feed these documents effectively. Must be able to sheet feed full range of documents including standard 8 1/2" X 11" and 8 1/2" X 14".

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TECHNICAL POINT RESPONSE

- _____ 86. 3.6.4.7 The proposed system must be capable of utilizing standard brand name laser printers.
- _____ 87. 3.6.4.8 Optical storage configuration shall include optical disk storage devices that provide the option of selecting WORM or erasable media on the same jukebox. Depending on need, there may be a requirement to migrate images from WORM to erasable to allow editing of documents on erasable media that are also recorded on WORM for unalterable storage.
- _____ 88. 3.6.4.9 Produce templates to be used to scan in document information required for indexing purposes. The proposed system should also prompt user when it is not able to recognize the information to be captured. This will reduce the effort to
- _____ 89. 3.6.4.9 manually key in information.
- _____ 90. 3.7.1 Inter-Island Communications
- _____ 91. 3.7.2 Local Area Network Requirements
- _____ 92. 3.7.3 Minicomputer and Work Station Requirements
- _____ 93. 3.8 UNIX SERVER
- _____ 94. 3.9 REMOTE ACCESS REQUIREMENTS
- _____ 95. 3.9.1 Secure Access.
- _____ 96. 3.9.2 Cost Effective.
- _____ 97. 3.9.3 Operational Impact.

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TECHNICAL POINT RESPONSE

- _____ 98. 3.9.4 Neighbor Island Access.
- _____ 99. 3.10 IMPLEMENTATION PLAN
- _____ 100. 3.10.1 Task 1: Implementing a basic BOC network
- _____ 101. 3.10.2 Task 2: BCIS Requirements Verification
- _____ 102. 3.10.3 Task 3: Replacement of the Regular and Land Court Systems
- _____ 103. 3.10.4 Task 4: Implementing Imaging Capability on the BOC Network
- _____ 104. 3.10.5 Task 5: Implementing Imaging Capability to BCIS
- _____ 105. 3.10.6 Task 6. Enable Remote Access to Text Data
- _____ 106. 3.10.7 Task 7. Enable Remote Access to Image Data
- _____ 107. 3.10.8 Task 8. Enable Public Access to Text Data
- _____ 108. 3.10.9 Task 9. Enable Public Access to Image Data
- _____ 109. 3.10.10 Task 10: Data Remediation
- _____ 110. 3.10.11 Task 11: GIS Requirements Study
- _____ 111. 3.10.12 Task 12: Load Back Microfilm Images
- _____ 112. 3.11 WORK PLAN

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TECHNICAL POINT RESPONSE

_____	113. 3.11.1	Task 1 Work Plan (PART 1)
_____	114. 3.11.2	Task 2 Work Plan (PART 1)
_____	115. 3.11.3	Task 3 Work Plan (PART 1)
_____	116. 3.11.4	Task 4 Work Plan (PART 1)
_____	117. 3.11.5	Task 5 Work Plan (PART 1)
_____	118. 3.11.6	Task 6 Work Plan (PART 1)
_____	119. 3.11.7	Task 7 Work Plan (PART 1)
_____	120. 3.11.8	Task 8 Work Plan (PART 1)
_____	121. 3.11.9	Task 9 Work Plan (PART 1)
_____	122. 3.11.10	Task 10 Work Plan (PART 1)
_____	123. 3.11.11	Task 11 Work Plan (PART 1)
<u>Page 52, App B</u>	124. 3.11.12	Task 12 Work Plan (PART 2)
<u>Page 52</u>	125. 3.11.13	Tasks Common to All Tasks
_____	126. 3.12	PROJECT MANAGEMENT
_____	127. 3.13	CONTRACTOR STAFFING
<u>Page 34</u>	128. 3.13.1	Contractor Employees

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TECHNICAL POINT RESPONSE

- 145. 3.16.6 Replacement Parts.
- 146. 3.16.7 Safety Devices.
- 147. 3.16.8 Parts Availability.
- 148. 3.16.9 Engineering Changes.
- 149. 3.16.10 Equipment Modifications.
- 150. 3.16.11 Hierarchy of Support.
- 151. 3.16.12 Maintenance Reports.
- 152. 3.17.1 Error Correction.
- 153. 3.17.2 Updates.
- 154. 3.17.3 Hotline Service.
- 155. 3.17.4 Withdrawn Software.
- 156. 3.17.5 Response Times.
- 157. 3.18.1 Grant of License.
- 158. 3.18.2 Use and Protection of Software.
- 159. 3.18.3 Other Software Requirements.
- 160. 3.18.4 Warranty.

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TECHNICAL POINT RESPONSE

_____	161. 3.19	TIME OF PERFORMANCE
_____	162. 3.20	ACCEPTANCE PROCEDURE
_____	163. 3.20.1	Task 1 Acceptance Test
_____	164. 3.20.2	Task 2 Acceptance Test
_____	165. 3.20.3	Task 3 Acceptance Test
_____	166. 3.20.4	Task 4 Acceptance Test
_____	167. 3.20.5	Task 5 Acceptance Test
_____	168. 3.20.6	Task 6 Acceptance Test
_____	169. 3.20.7	Task 7 Acceptance Test
_____	170. 3.20.8	Task 8 Acceptance Test
_____	171. 3.20.9	Task 9 Acceptance Test
_____	172. 3.20.10	Task 10 Acceptance Test
_____	173. 3.20.11	Task 11 Acceptance Test
_____	174. 3.20.12	Task 12 Acceptance Test
_____	175. 3.20.13	Review of Task Acceptance Tests
_____	176. 3.21	TRAINING

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TECHNICAL POINT RESPONSE

_____	177. 3.22	DELIVERABLE PRODUCTS AND SERVICES
_____	178. 3.22.1	Description of Deliverables
_____	179. 3.23	POST IMPLEMENTATION SUPPORT
_____	180. 3.24	MAINTENANCE OF OFFICES

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ATTACHMENT G, TAX CLEARANCE PACKET

Per the instructions provided RFP ICS-FY-99-052, Section 2.9.4.6, Offeror Background and Experience, this section provides required original tax clearance forms (Form A-6) for Title Guaranty of Hawaii and J.W. Loo & Associates.

402079

STATE OF HAWAII — DEPARTMENT OF TAXATION
TX CLEARANCE APPLICATION
PLEASE TYPE OR PRINT CLEARLY

1. APPLICANT INFORMATION: (PLEASE PRINT CLEARLY)

Applicant Title Guaranty of Hawaii, Inc.
Address 235 Queen Street
City/State/
Zip Code Honolulu, Hawaii 96813
DBA/
Trade Name _____

2. TAX IDENTIFICATION NUMBER(S):

HAWAII GENERAL EXCISE ID # 1 0 0 0 5 6 6 3
FEDERAL EMPLOYER ID # 9 9 - 0 1 0 5 0 3 1
SOCIAL SECURITY # _____

3. APPLICANT IS A/AN: (CHECK ONLY ONE BOX)

- CORPORATION
- S CORPORATION
- TAX EXEMPT ORGANIZATION
- INDIVIDUAL
- PARTNERSHIP
- ESTATE
- TRUST
- LIMITED LIABILITY COMPANY
- LIMITED LIABILITY PARTNERSHIP

4. THE TAX CLEARANCE IS REQUIRED FOR:

- CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII *
- REAL ESTATE LICENSE
- CONTRACTOR LICENSE
- LIQUOR LICENSE *
- FINANCIAL CLOSING
- PROGRESS PAYMENT
- BULK SALES
- HAWAII STATE RESIDENCY
- FEDERAL CONTRACT
- PERSONAL
- SUBCONTRACT
- OTHER _____
- LOAN

* IRS APPROVAL STAMP IS FOR PURPOSES INDICATED BY ASTERISK

5. NO. OF CERTIFIED COPIES REQUESTED: 2

6. SIGNATURE:

Lois C. Kawano Vice President/Assistant Treasurer
PRINT NAME PRINT SPECIFIC TITLE: Corporate Officer, General Partner, Individual (Sole Proprietor)
[Signature] 5/6/99 (808) 539-7762 (808) 532-3141
SIGNATURE DATE TELEPHONE FAX

FOR OFFICE USE ONLY

BUSINESS START DATE IN HAWAII
IF APPLICABLE
10 1 0 4 1 6 0

HAWAII RETURNS FILED
IF APPLICABLE
19 ____ 19 ____ 19 ____

STATE APPROVAL STAMP
State of Hawaii
APPROVED
[Signature]
MAY 10 1999
per [Signature]
Department of Taxation

INTERNAL REVENUE SERVICE
APPROVED
99-00779
MAY 11 1999
per [Signature]
Pacific-Northwest District

CERTIFIED COPY STAMP
Pacific-Northwest District
This copy is acceptable as
a substitute for the original
tax clearance certificate issued.
[Signature]
Internal Revenue Service

POWER OF ATTORNEY. If submitted by someone other than a Corporate Officer, General Partner, or Individual (Sole Proprietor), a power of attorney (State of Hawaii Department of Taxation Form N848) must be submitted with this application. If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required. Applications submitted without proper authorization will be sent to the address of record with the taxing authority. **UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.**

PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.

SEE PAGE 2 ON REVERSE & INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

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STATE OF HAWAII - DEPARTMENT OF TAXATION
TAX CLEARANCE APPLICATION
PLEASE TYPE OR PRINT CLEARLY

APPLICANT INFORMATION:

Applicant Jeffrey W. Loo
Address Po Box 72205
City/State/
Zip Code Honolulu, HI 96823
DBA/
Trade Name J.W. Loo & Associates

2. TAX IDENTIFICATION NUMBER(S):

HAWAII GENERAL EXCISE ID # 1 0 2 9 0 9 5 5
FEDERAL EMPLOYER ID.# _____
SOCIAL SECURITY # 5 6 3 . 7 2 . 9 0 2 5

1. APPLICANT IS A/AN: (CHECK ONLY ONE BOX)

- | | | |
|--|--|--|
| <input type="checkbox"/> CORPORATION | <input type="checkbox"/> S CORPORATION | <input type="checkbox"/> TAX EXEMPT ORGANIZATION |
| <input checked="" type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> ESTATE <input type="checkbox"/> TRUST |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY | <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP | |

THE TAX CLEARANCE IS REQUIRED FOR:

- | | |
|--|---|
| <input checked="" type="checkbox"/> CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII * | <input type="checkbox"/> LIQUOR LICENSE * |
| <input type="checkbox"/> REAL ESTATE LICENSE | <input type="checkbox"/> CONTRACTOR LICENSE |
| <input type="checkbox"/> FINANCIAL CLOSING | <input type="checkbox"/> PROGRESS PAYMENT |
| <input type="checkbox"/> HAWAII STATE RESIDENCY | <input type="checkbox"/> FEDERAL CONTRACT |
| <input type="checkbox"/> SUBCONTRACT | <input type="checkbox"/> OTHER _____ |
| | <input type="checkbox"/> BULK SALES |
| | <input type="checkbox"/> PERSONAL |
| | <input type="checkbox"/> LOAN |

* IRS APPROVAL STAMP IS FOR PURPOSES INDICATED BY ASTERISK

5. NO. OF CERTIFIED COPIES REQUESTED: 2

6. SIGNATURE:

Jeffrey W. Loo
PRINT NAME PRINCIPAL
PRINT SPECIFIC TITLE: Corporate Officer, General Partner, Individual (Sole Proprietor)
Jeffrey W. Loo
SIGNATURE 5-10-99 DATE (808) 528-7176 TELEPHONE (808) 523-8543 FAX

POWER OF ATTORNEY. If submitted by someone other than a Corporate Officer, General Partner, or Individual (Sole Proprietor), a power of attorney (State of Hawaii Department of Taxation Form NS46) must be submitted with this application. If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required. Applications submitted without proper authorization will be sent to the address of record with the taxing authority. **UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.**

PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.

SEE PAGE 2 ON REVERSE & INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

FOR OFFICE USE ONLY

BUSINESS START DATE IN HAWAII
IF APPLICABLE
8/1/85

HAWAII RETURNS FILED
IF APPLICABLE
19____ 19____ 19____

STATE APPROVAL STAMP
State of Hawaii
APPROVED
Shimizu
MAY 14 1999
per A. Shimizu

Department of Taxation
INTERNAL REVENUE SERVICE
APPROVED
99-00379
MAY 14 1999
per S. Kelly
Pacific-Northwest District

CERTIFIED COPY STAMP
Pacific-Northwest District
This copy is acceptable as
a substitute for the original
tax clearance certificate issued.
Paul Bens
Internal Revenue Service

ATTACHMENT H, WORK PLAN

Per the instructions provided RFP ICS-FY-99-052, Section 3.11.12, Task 12 Work Plan, this section provides the required work plan for Task 12.

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Task Name	Usage	Res List	1999		1999			2000			
			Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Perform Project Management											
Develop Approved Project Work Plan											
Review Part 1 Team Proposed Solution	8	TGEM TGPM	■								
Identify New and Modified BOC Requirements	4	TGPM	■								
Identify Scope and Implementation Issues	2	TGPM	■								
Assess Impact on Part 2 Implementation	6	TGEM TGPM	■								
Develop Detailed Project Work Plan	6	TGPM		■							
Present Detailed Project Work Plan	4	TGEM TGPM									
Perform Mutually Agreed Modifications	2	TGPM									
Negotiate Fees for Modified Activities	6	BPM TGEM TGPM		■							
Approve Final Project Work Plan	4	BPM TGEM TGPM									
Perform Project Management Activities											
Develop Management Reports and Processes	8	TGPM		■							
Implement Project Team Training	44	TGEM TGPM ITM ITDS ITNE DTM		■							
Monitor Progress on Deliverables	128	BPM TGEM TGPM									
Monitor and Resolve Project Issues	32	TGPM									
Perform Project Status Meetings											
Develop Project Status Reports	64	TGPM									
Attend Project Status Meetings	128	BPM TGPM									
Implement Backfile Review Preparation											
Develop Document Review Process											
Define Document Review Tasks and Procedures	12	DTM DTS		■							
Define Missing Document Scan Tasks and Procedures	12	DTM DTS		■							
Develop Document Review System Environment											
Develop Document Index Transfer Database	8	ITM ITDS									
Implement Document Image Transfer Repository	48	ITM ITDS ITNE		■							
Perform Workstation Preparation											
Define Document Review Workstation Requirements	12	ITM ITDS									
Procure Required Hardware, Software, and Supplies	6	ITDS		■							

Task Name	Usage	Res List	1999		1999		2000			Apr	
			Aug	Sep	Oct	Nov	Dec	Jan	Feb		Mar
Coordinate Network Link Install to BOC Image Server	8	ITNE		■							
Perform Preliminary Image Transmission Tests	8	ITDS		■							
Perform Corrective Actions	8	ITDS		■							
Perform Document Image Migration Planning											
Identify BOC/TG Operations Issues	16	DTS		■							
Define Batch Transmission Protocols	8	DTS		■							
Define Document Image Batches	16	DTS		■							
Develop Document Image Migration Checklists	4	DTM		■							
Perform Document Image Migration											
Implement Document Image Migration											
Select Defined Document Image Batches	16	DTS									
Execute Image Transmission	16	ITDS									
Perform Quality Review Checks	16	DTS									
Perform Acceptance Tests											
Negotiate Acceptance Test Criteria	6	BPM TGEM TGPM		■							
Monitor BOC Random Sampling Activities	32	BPM TGPM									
Assess Identified Defects	24	DTM									
Perform Agreed Upon Defect Resolution Activities	24	DTO									

5/26/99

Gantt Chart

Page 4-1

BOC Part 2 Project

Task Name	Usage	Res List	1999		1999		2000			
			Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
BOC Project Manager	8.0	BPM	12	20	17	15	16	14	15	16
TG Executive Manager	8.0	TGEM	18	7	4	4	5	4	4	5
TG Project Leader	8.0	TGPM	58	41	37	32	35	30	32	35
Integration Team Manager	8.0	ITM	32							
Integration Team Sys Spec	8.0	ITDS	97	8	2	2	2	2	2	2
Integration Team Net Engr	8.0	ITNE	34							
Documents Team Manager	8.0	DTM	30	4	4	4	5	2	2	2
Documents Team Spec	8.0	DTS	98	19	17	17	18	15	15	11
Documents Team Operators	98.0	DTO	24	991	989	989	1,081	938	985	607
Totals			402	1,090	1,070	1,062	1,162	1,008	1,054	678

402086

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION

HONOLULU, HAWAII

September 17, 1999

ADDENDUM 9
TO
RFP NO. ICS-FY-99-052

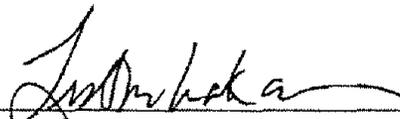
SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The following changes are hereby made:

1. Replace page 8 (Final September 1, 1999). The following change has been made to the Significant Dates:
 - a. Additional language is inserted following the Significant Dates heading as follows:

The delivery and work schedule set out herein represents the State's best estimate of the schedule that will be followed. If a component of this schedule, is delayed, the rest of the schedule may be shifted by the same number of days. The approximate schedule is as follows:
 - b. Discussions (if any) with Priority Listed Offerors have been postponed until after September 27, 1999.
2. Replace Appendix G, Addendum Log.

This addendum is being published to accommodate a need by the BOC to postpone (or halt) the RFP process and schedule pending the resolution of a protest as required by the Hawaii Administrative Rules.



Lester M. Nakamura, Administrator
Information and Communication Services Division

402087

Post-It Fax Note	7671	Date	9/17	# of pages	4
To	Michael Pietsch	From	BLOM		
Copy	Apple Guarandy	Cc.			
Phone #		Phone #	586-1900		
Fax #	532-3141	Fax #			

2.3 SIGNIFICANT DATES

The delivery and work schedule set out herein represents the State's best estimate of the schedule that will be followed. If a component of this schedule, such as Proposals Due date is delayed, the rest of the schedule may be shifted by the same number of days. The approximate schedule is as follows: All time is shown as Hawaiian Standard Time (HST)

Advertisement of RFP and Proposal Pick-up	April 5, 1999
Optional Site Visit	April 6 to May 18, 1999
Deadline for Written Inquiries; 10:00 a.m.	April 19, 1999
Deadline for Request to Utilize Another Methodology	April 19, 1999
Deadline for Letter of Intent; 10:00 a.m.	April 21, 1999
Response to Offerors' Written Inquiries	May 5, 1999
Deadline for a Additional Written Inquiries	May 7, 1999
Response to Offerors' Additional Written Inquiries	May 12, 1999
Deadline for a Next Additional Written Inquiries	May 14, 1999
Response to Offerors' Additional Written Inquiries	May 19, 1999
Proposal Due; 10:00 a.m.	May 28, 1999
Compliance Review for Proposals	June 1, to June 9, 1999
Notices of Compliance Qualification or Disqualification Mailed	June 10, 1999
Selection of Priority Listed Offerors	August 6, 1999
Discussions (if any) with Priority Listed Offerors	August 16, 1999 to October 8, 1999
Best and Final Offer Due; 10:00 a.m.	October 25, 1999
Contractor Selection	November 1, 1999
Estimated Date of Contract Issuance	November 12, 1999
Estimated Start Date	November 22, 1999
Work Plan Presentation for PART 1	December 6, 1999
Work Plan Presentation for PART 2	December 6, 1999
Final Work Plan Submission for PART 1	December 13, 1999
Final Work Plan Submission for PART 2	December 13, 1999

402088

Estimated Initial Contract Period for Part1 Tasks 1-6

November 22, 1999

to June 15, 2000

Estimated Completion Date all Phases

March 31, 2001

Estimated Completion; Post Implementation Support

March 31, 2005

402089

APPENDIX G

ADDENDUM LOG

The following Addenda have been issued:

<u>Addendum-id</u>	<u>Addendum Title</u>	<u>Issue Date</u>
Addendum 1	Clarifications, Reply to Offeror's Written Inquiries	May 5, 1999
Addendum 2	Reply to Offeror's Additional Written Inquiries	May 12, 1999
Addendum 3	Change to Significant Dates And Reply to (more) Offeror's Written Inquiries	May 19, 1999
Addendum 4	Correct Compliance Review, Substantive Review Scoring, And Transmittal Letter Sample	June 7, 1999
Addendum 5	Change to Significant Dates	June 23, 1999
Addendum 6	Change to Significant Dates And Notice of Consolidated Server	July 23, 1999
Addendum 7	Change to Significant Dates and Correct RFP Price Language	August 26, 1999
Addendum 8	Change to Significant Dates	September 9, 1999
Addendum 9	Change to Significant Dates	September 9, 1999

End-of-log-entries.

402090

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION

HONOLULU, HAWAII

September 9, 1999

ADDENDUM 8
TO
RFP NO. ICS-FY-99-052

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

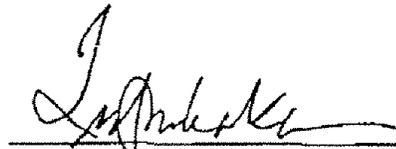
The following changes are hereby made:

1. Replace page 8 (Final September 1, 1999). The following change has been made to the Significant Dates:
 - a. The deadline for Best and Final Offer Due is changed to 10:00 a.m., October 1, 1999.
 - b. Discussions (if any) with Priority Listed Offerors have been extended to September 24, 1999.

All subsequent dates are similarly adjusted to correct Significant Dates in accordance with the noted revisions.

2. Replace Appendix G, Addendum Log.

This addendum is being published to accommodate an occurrence in which a Priority Listed Offeror has withdrawn. Another proposal and vendor has been selected in the top three Priority Listed Offerors. The new proposal/vendor has the same opportunity for discussion as described in the RFP, and all best and final offers must be submitted on the revised date shown in Significant Dates.



Lester M. Nakamura, Administrator
Information and Communication Services Division

Post-it [®] Fax Note	7671	Date	9/9	# of pages	2
To	Michael Pletsch	From	B TOM		
Copy to	Mr. Nakamura	Do.			
Phone #	521-0209	Phone #	586-1900		
Fax #	522-3141	Fax #			

2.3 SIGNIFICANT DATES

All time is shown as Hawaiian Standard Time, (HST)

Advertisement of RFP and Proposal Pick-up	April 5, 1999
Optional Site Visit	April 6 to May 18, 1999
Deadline for Written Inquiries; 10:00 a.m.	April 19, 1999
Deadline for Request to Utilize Another Methodology	April 19, 1999
Deadline for Letter of Intent; 10:00 a.m.	April 21, 1999
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Deadline for a Additional Written Inquiries	May 7, 1999
Response to Offerors' Additional Written Inquiries	May 12, 1999
Deadline for a Next Additional Written Inquiries	May 14, 1999
Response to Offerors' Additional Written Inquiries	May 19, 1999
Proposal Due; 10:00 a.m.	May 28, 1999
Compliance Review for Proposals	June 1, to June 9, 1999
Notices of Compliance Qualification or Disqualification Mailed	June 10, 1999
Selection of Priority Listed Offerors	August 6, 1999
Discussions (if any) with Priority Listed Offerors	August 16, 1999 to September 24, 1999
Best and Final Offer Due; 10:00 a.m.	October 1, 1999
Contractor Selection	October 15 1999
Estimated Date of Contract Issuance	November 1, 1999
Estimated Start Date	November 15 1999
Work Plan Presentation for PART 1	November 26, 1999
Work Plan Presentation for PART 2	November 26, 1999
Final Work Plan Submission for PART 1	December 13, 1999
Final Work Plan Submission for PART 2	December 13, 1999
Estimated Initial Contract Period for Part1 Tasks 1-6	November 15, 1999 to June 15, 2000
Estimated Completion Date all Phases	March 31, 2001
Estimated Completion: Post Implementation Support	March 31, 2005

402092

APPENDIX G

ADDENDUM LOG

The following Addenda have been issued:

<u>Addendum-id</u>	<u>Addendum Title</u>	<u>Issue Date</u>
Addendum 1	Clarifications, Reply to Offeror's Written Inquiries	May 5, 1999
Addendum 2	Reply to Offeror's Additional Written Inquiries	May 12, 1999
Addendum 3	Change to Significant Dates And Reply to (more) Offeror's Written Inquiries	May 19, 1999
Addendum 4	Correct Compliance Review, Substantive Review Scoring, And Transmittal Letter Sample	June 7, 1999
Addendum 5	Change to Significant Dates	June 23, 1999
Addendum 6	Change to Significant Dates And Notice of Consolidated Server	July 23, 1999
Addendum 7	Change to Significant Dates and Correct RFP Price Language	August 26, 1999
Addendum 8	Change to Significant Dates	September 9, 1999

End-of-log-entries.

402093

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION

HONOLULU, HAWAII

August 26, 1999

ADDENDUM 7

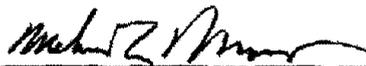
TO

RFP NO. ICS-FY-99-052

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The following changes are hereby made:

1. Replace page 8 (Final July 23, 1999). The following change has been made to the Significant Dates:
 - a. The deadline for Best and Final Offer Due is changed to 10:00 a.m., September 10, 1999.
2. Replace Section 2.9.4.7, Price, page 15 (Final: May 3, 1999) with the attached page 15 (Final: August 25, 1999). This amendment will correct the language to clear the confusion regarding the rates information required and travel expenses which must be included in the price.
3. Replace Appendix G, Addendum Log.



for Lester M. Nakamura, Administrator
Information and Communication Services Division

2 PROPOSAL PREPARATION

2.3 SIGNIFICANT DATES

All time is shown as Hawaiian Standard Time, (HST)

Advertisement of RFP and Proposal Pick-up	April 5, 1999
Optional Site Visit	April 6 to May 18, 1999
Deadline for Written Inquiries; 10:00 a.m.	April 19, 1999
Deadline for Request to Utilize Another Methodology	April 19, 1999
Deadline for Letter of Intent; 10:00 a.m.	April 21, 1999
Response to Offerors' Written Inquiries	May 5, 1999
Deadline for a Additional Written Inquiries	May 7, 1999
Response to Offerors' Additional Written Inquiries	May 12, 1999
Deadline for a Next Additional Written Inquiries	May 14, 1999
Response to Offerors' Additional Written Inquiries	May 19, 1999
Proposal Due; 10:00 a.m.	May 28, 1999
Compliance Review for Proposals	June 1, to June 9, 1999
Notices of Compliance Qualification or Disqualification Mailed	June 10, 1999
Selection of Priority Listed Offerors	August 6, 1999
Discussions (if any) with Priority Listed Offerors	August 16, 1999 to August 27, 1999
Best and Final Offer Due; 10:00 a.m.	September 10, 1999
Contractor Selection	October 1, 1999
Estimated Date of Contract Issuance	October 15, 1999
Estimated Start Date	November 1, 1999
Work Plan Presentation for PART 1	November 18, 1999
Work Plan Presentation for PART 2	November 19, 1999
Final Work Plan Submission for PART 1	November 29, 1999
Final Work Plan Submission for PART 2	November 30, 1999
Estimated Initial Contract Period for Part1 Tasks 1-6	October 15, 1999 to June 15, 2000
Estimated Completion Date all Work	March 31, 2001
Estimated Completion: Post Implementation Support	March 31, 2005

402095

2 PROPOSAL PREPARATION

to this project and demonstrate the Offeror's qualifications and experience, including customer name, brief description of the project, time period of the project and the computer environment used.

- b. Included in Attachment C, OFFEROR'S FINANCIALS, of the Proposal shall be the financial statements for the Offeror, preferably audited, for the previous three years. If this data is unaudited, copies of filed tax returns must be provided. As with trade secrets or other proprietary data, an Offeror may request in writing that the financial information to be kept confidential. Otherwise, contents of all proposals shall be made public as provided in section 3-122-58 after all parties sign a contract.
- c. Identification of litigation currently impacting the Offeror, if any.
- d. Included in Attachment D, OFFEROR'S REFERENCES, of the Proposal shall be at least three (3) recent client references. These are to include the name of the client organization; name, title, and telephone number of the contact person; date, duration and brief description of work performed for the client. By listing the references, Offeror grants the State authorization to contact these client references.
- e. Included in Attachment G, OFFEROR'S TAX CLEARANCE, of the Proposal shall be an original or certified copy of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Must be submitted with the Proposal. The tax clearance shall be obtained on the two-part Tax Clearance Application (Form A-6) that combines DOTAX and IRS tax clearances. Please refer to the attached tax clearance packet for the forms, Appendix A, TAX CLEARANCE PACKET.

Tax clearance submitted with a sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the Proposal due date. A valid tax clearance received with an offer will remain valid for the contract award.

2.9.4.7 Price

Offerors shall propose and identify a price as required in this section. This price will be inclusive of all federal, state and local taxes. Include in the Proposal all travel to and from the Continental U.S., and living expenses, if any, required for completion of the project.

The Proposal shall also indicate hourly costs for each of the personnel assigned to the project which shall be contained in a separate part of the price section of each proposal, and shall not be included as part of the price bid for the solution proposed.

The price section of proposals is divided into two parts. One part (Part 1) will address all requirements and tasks defined in this RFP excluding Task 12 Section 3.10.12 (Task i, referenced in this section), Load Back Microfilm Images. The second part (Part 2) will address only Task 12 Section 3.10.12, Load Back Microfilm Images (Task i, referenced in this section). Offerors are permitted to submit offers for either part or both parts. The format of this section shall contain the following:

402096

APPENDIX G

ADDENDUM LOG

The following Addenda have been issued:

<u>Addendum-id</u>	<u>Addendum Title</u>	<u>Issue Date</u>
Addendum 1	Clarifications, Reply to Offeror's Written Inquiries	May 5, 1999
Addendum 2	Reply to Offeror's Additional Written Inquiries	May 12, 1999
Addendum 3	Change to Significant Dates And Reply to (more) Offeror's Written Inquiries	May 19, 1999
Addendum 4	Correct Compliance Review, Substantive Review Scoring, And Transmittal Letter Sample	June 7, 1999
Addendum 5	Change to Significant Dates	June 23, 1999
Addendum 6	Change to Significant Dates And Notice of Consolidated Server	July 23, 1999
Addendum 7	Change to Significant Dates and Correct RFP Price Language	August 26, 1999

End-of-log-entries.

402097

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION
HONOLULU, HAWAII

July 23, 1999

ADDENDUM 6
TO
RFP NO. ICS-FY-99-052

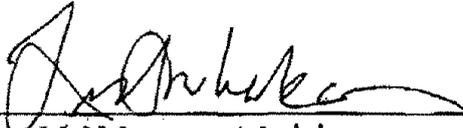
SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The following changes are hereby made:

1. Replace page 8 (Final June 7, 1999). The following changes have been made to significant dates:
 - a. The deadline for Selection of Priority Listed Offerors is changed to August 6, 1999; and
 - b. The timeframe for Discussions (if any) with Priority Listed Offerors is changed to August 16, 1999 through August 27, 1999.
2. Replace Section 3.8 UNIX Server to clarify that the ICSD has contracted and will install a consolidated UNIX server which shall be used for the BOC system.

The BOC intends to use the consolidated server as its UNIX server and will install the selected proposal/contractor's software on the ICSD server. Please clarify/amend your proposal, including pricing, to reflect the use of the ICSD's consolidated server rather than the UNIX server offered. The specifications of the consolidated server to be installed are contained in the RFP Section 3.8 attached.

3. Replace Appendix G, Addendum Log.



Lester M. Nakamura, Administrator
Information and Communication Services Division

2 PROPOSAL PREPARATION

2.3 SIGNIFICANT DATES

All time is shown as Hawaiian Standard Time, (HST)

Advertisement of RFP and Proposal Pick-up	April 5, 1999
Optional Site Visit	April 6 to May 18, 1999
Deadline for Written Inquiries; 10:00 a.m.	April 19, 1999
Deadline for Request to Utilize Another Methodology	April 19, 1999
Deadline for Letter of Intent; 10:00 a.m.	April 21, 1999
Response to Offerors' Written Inquiries	May 5, 1999
Deadline for a Additional Written Inquiries	May 7, 1999
Response to Offerors' Additional Written Inquiries	May 12, 1999
Deadline for a Next Additional Written Inquiries	May 14, 1999
Response to Offerors' Additional Written Inquiries	May 19, 1999
Proposal Due; 10:00 a.m.	May 28, 1999
Compliance Review for Proposals	June 1, to June 9, 1999
Notices of Compliance Qualification or Disqualification Mailed	June 10, 1999
Selection of Priority Listed Offerors	August 6, 1999
Discussions (if any) with Priority Listed Offerors	August 16, 1999 to August 27, 1999
Best and Final Offer Due; 10:00 a.m.	September 1, 1999
Contractor Selection	October 1, 1999
Estimated Date of Contract Issuance	October 15, 1999
Estimated Start Date	November 1, 1999
Work Plan Presentation for PART 1	November 18, 1999
Work Plan Presentation for PART 2	November 19, 1999
Final Work Plan Submission for PART 1	November 29, 1999
Final Work Plan Submission for PART 2	November 30, 1999
Estimated Initial Contract Period for Part1 Tasks 1-6	October 15, 1999 to June 15, 2000
Estimated Completion Date all Phases	March 31, 2001
Estimated Completion: Post Implementation Support	March 31, 2005

402099

3 SCOPE OF WORK

3.7.2 Local Area Network Requirements

The State requires that all minicomputers, PC's, file/print servers or workstations proposed as part of this RFP be configured for a Local Area Network. The Offeror shall propose a configuration based on the requirements of this RFP and the State shall review it and may make changes it deems necessary.

3.7.3 Minicomputer and Work Station Requirements

The BOC has installed a number of PC's and laser printers. The Offeror shall review this equipment and determine if they are compatible with the equipment being proposed. If the equipment is compatible the Vendor need only propose equipment for BOC staff that do not have the hardware and software needed to access the BCIS.

For those that need equipment, it must be compatible with the hardware and software already installed in the BOC. The Vendor shall include a detail price listing of equipment needed in his Price section of the Best and Final.

3.8 UNIX SERVER

The proposed system must include in its design a UNIX based server. The existing LCATS application is to be migrated to a UNIX based server with all user workstations connected to it using TCP/IP. The addressing requirements will be provided by the State after award. The design shall incorporate, physically, two servers to provide sufficient redundancy to insure the continued operation in the event of a failure of one of the servers.

The proposed system will be operated by ICSD. The actual hardware platform on which the system will be operated is a RS/6000 SP2 configured to accommodate the BCIS as described below and which will permit the operation of each server as a unique entity but allow the ICSD to operate it as one physical machine. The BOC will install its systems as its work plan indicates and the ICSD server will accommodate operations of the new BCIS on the UNIX Consolidated server defined as follows:

<u>Product</u>	<u>Description</u>	<u>QTY</u>
	332MHz Wide Node (2051)	1
	Integrated Ethernet Adapter	1
	Integrated SCSI-2 Fast/Wide Adapter	1
2904	4.5 GB Ultra-SCSI Disk Drive Pair	1
2968	10/100 Mbps Ethernet PCI Adapter	1
4022	SP Switch MX Adapter	1
4093	Memory Expansion Card	2
4110	256MB (2x128MB) SDRAM DIMMs	8

402100

3 SCOPE OF WORK

4320	PowerPC 604e, 332MHz, 2-Way Processor Card	2
6215	SSA Multi-Initiator/RAID EL Adapter (PCI)	2
9431	AIX 4.3 With PSSP V3.1	1

Therefore, offerors must assume that the proposed system will operate on the consolidated server and shall propose any facilities necessary to implement the proposed system on the consolidated server.

For the purpose of evaluating proposals, the Offeror must provide a system that will support all tasks of this project utilizing the ICSD consolidated server.

3.9 REMOTE ACCESS REQUIREMENTS

The proposed system shall continue the LCATS capability to permit authorized users remote access. The remote access enhancements shall include, but not be limited to, the following:

3.9.1 Secure Access.

For Internet access, permit secure access using proven technology.

3.9.2 Cost Effective.

Offeror shall propose a cost-effective way of charging remote users for printing documents or maps; or permitting unlimited printing for a set fee.

3.9.3 Operational Impact.

Permit secure access without impact to the daily work performed by BOC staff.

3.9.4 Neighbor Island Access.

Provide the BOC with the capability to access its primary server remotely by BOC staff from neighbor islands.

3.10 IMPLEMENTATION PLAN

The Contractor's work is to be performed by distinct tasks. Work on each task shall commence when the Contractor is officially notified by the State. The Offeror's Proposal must include a realistic implementation plan that incorporates the requirements of this RFP that each task be proposed and completed individually. The Department is aware that prompt decision-making is required for the successful implementation of the project. The State has identified two parts of work and requests Offerors to develop an implementation plan that addresses all tasks in all of Part 1. The minimum expected to be completed in the initial contract period consists of Part 1, Phase 1 which consists of Tasks 1-6. Part 1, Phase 2 consists of Tasks 7-11. Task 12 is Part 2. The State has identified the following tasks:

402101

APPENDIX G

ADDENDUM LOG

The following Addenda have been issued:

<u>Addendum-id</u>	<u>Addendum Title</u>	<u>Issue Date</u>
Addendum 1	Clarifications, Reply to Offeror's Written Inquiries	May 5, 1999
Addendum 2	Reply to Offeror's Additional Written Inquiries	May 12, 1999
Addendum 3	Change to Significant Dates And Reply to (more) Offeror's Written Inquiries	May 19, 1999
Addendum 4	Correct Compliance Review, Substantive Review Scoring, And Transmittal Letter Sample	June 7, 1999
Addendum 5	Change to Significant Dates	June 23, 1999
Addendum 6	Change to Significant Dates And Notice of Consolidated Server	July 23, 1999

End-of-log-entries.

402102

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION

HONOLULU, HAWAII

June 23, 1999

ADDENDUM 5

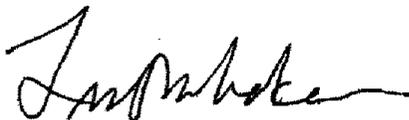
TO

RFP NO. ICS-FY-99-052

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The following changes are hereby made:

1. Replace page 8 (Final June 7, 1999). The following changes have been made to significant dates:
 - a. The deadline for Selection of Priority Listed Offerors is changed to July 23, 1999;
 - b. The timeframe for Discussions (if any) with Priority Listed Offerors is changed to July 26, 1999 through August 27, 1999;
 - c. The deadline for Best and Final Offer Due is changed to 10:00 a.m. September 1, 1999;
 - d. The deadline for Contractor Selection is changed to October 1, 1999; and
 - e. The Estimated Date of Contract Issuance is changed to October 15, 1999, and the subsequent dates are changed accordingly.
2. Replace Appendix G, Addendum Log.



Lester M. Nakamura, Administrator
Information and Communication Services Division

2 PROPOSAL PREPARATION

2.3 SIGNIFICANT DATES

All time is shown as Hawaiian Standard Time, (HST)

Advertisement of RFP and Proposal Pick-up	April 5, 1999
Optional Site Visit	April 6 to May 18, 1999
Deadline for Written Inquiries; 10:00 a.m.	April 19, 1999
Deadline for Request to Utilize Another Methodology	April 19, 1999
Deadline for Letter of Intent; 10:00 a.m.	April 21, 1999
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Deadline for a Additional Written Inquiries	May 7, 1999
Response to Offerors' Additional Written Inquiries	May 12, 1999
Deadline for a Next Additional Written Inquiries	May 14, 1999
Response to Offerors' Additional Written Inquiries	May 19, 1999
Proposal Due; 10:00 a.m.	May 28, 1999
Compliance Review for Proposals	June 1, to June 9, 1999
Notices of Compliance Qualification or Disqualification Mailed	June 10, 1999
Selection of Priority Listed Offerors	July 23, 1999
Discussions (if any) with Priority Listed Offerors	July 26, 1999 through August 27, 1999
Best and Final Offer Due; 10:00 a.m.	September 1, 1999
Contractor Selection	October 1, 1999
Estimated Date of Contract Issuance	October 15, 1999
Estimated Start Date	November 1, 1999
Work Plan Presentation for PART 1	November 18, 1999
Work Plan Presentation for PART 2	November 19, 1999
Final Work Plan Submission for PART 1	November 29, 1999
Final Work Plan Submission for PART 2	November 30, 1999
Estimated Initial Contract Period for Part1 Tasks 1-6	October 15, 1999 to June 15, 2000
Estimated Completion Date all Phases	March 31, 2001
Estimated Completion: Post Implementation Support	March 31, 2005

402104

APPENDIX G

ADDENDUM LOG

The following Addenda have been issued:

<u>Addendum-id</u>	<u>Addendum Title</u>	<u>Issue Date</u>
Addendum 1	Clarifications, Reply to Offeror's Written Inquiries	May 5, 1999
Addendum 2	Reply to Offeror's Additional Written Inquiries	May 12, 1999
Addendum 3	Change to Significant Dates And Reply to (more) Offeror's Written Inquiries	May 19, 1999
Addendum 4	Correct Compliance Review, Substantive Review Scoring, And Transmittal Letter Sample	June 7, 1999
Addendum 5	Change to Significant Dates	June 23, 1999

End-of-log-entries.

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STATE OF HAWAII
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION

HONOLULU, HAWAII

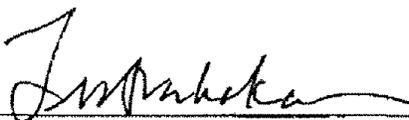
June 7, 1999
ADDENDUM 4

TO
RFP NO. ICS-FY-99-052

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The following changes are hereby made:

1. Replace page 8 (Final March 25, 1999). The following changes have been made to significant dates:
 - a. The timeframe listed for five Compliance Review is changed to June 1 – June 9, 1999;
 - b. The deadline for Notices of Compliance is changed to June 10, 1999;
2. Replace Pages 19 and 20 to add information in Section 2.15 Substantive Evaluation on scoring categories, maximums, and percentages.
3. Replace Appendix A, Sample Transmittal Letter to incorporate required statements contained in RFP Page 11, Section 2.9.2.a through 2.9.2.d.
4. Replace Appendix E, Proposal Compliance Review to delete item 12 (duplication), Part 3, Reference Review (part of Substantive Review), and delete item 28.d (now 24).
5. Replace Appendix G, Addendum Log.



Lester M. Nakamura, Administrator
Information and Communication Services Division

2 PROPOSAL PREPARATION

2.3 SIGNIFICANT DATES

All time is shown as Hawaiian Standard Time, (HST)

Advertisement of RFP and Proposal Pick-up	April 5, 1999
Optional Site Visit	April 6 to May 18, 1999
Deadline for Written Inquiries; 10:00 a.m.	April 19, 1999
Deadline for Request to Utilize Another Methodology	April 19, 1999
Deadline for Letter of Intent; 10:00 a.m.	April 21, 1999
Response to Offerors' Written Inquiries	May 5, 1999
Deadline for a Additional Written Inquiries	May 7, 1999
Response to Offerors' Additional Written Inquiries	May 12, 1999
Deadline for a Next Additional Written Inquiries	May 14, 1999
Response to Offerors' Additional Written Inquiries	May 19, 1999
Proposal Due; 10:00 a.m.	May 28, 1999
Compliance Review for Proposals	June 1, to June 9, 1999
Notices of Compliance Qualification or Disqualification Mailed	June 10, 1999
Selection of Priority Listed Offerors	June 25, 1999
Discussions (if any) with Priority Listed Offerors	June 28, 1999 thru July 2, 1999
Best and Final Offer Due; 10:00 a.m.	July 14, 1999
Contractor Selection	July 23, 1999
Estimated Date of Contract Issuance	July 30, 1999
Estimated Start Date	August 2, 1999
Work Plan Presentation for PART 1	August 23, 1999
Work Plan Presentation for PART 2	August 24, 1999
Final Work Plan Submission for PART 1	August 30, 1999
Final Work Plan Submission for PART 2	August 31, 1999
Estimated Initial Contract Period for Part1 Tasks 1-6	July 30, 1999 to March 31, 2000
Estimated Completion Date all Phases	December 31, 2000
Estimated Completion: Post Implementation Support	December 31, 2004

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2 PROPOSAL PREPARATION

Be clearly marked:

"SEALED PROPOSAL TO REPLACE THE LAND COURT AND REGULAR
AUTOMATED TRACKING SYSTEM FOR THE DEPARTMENT OF LAND AND
NATURAL RESOURCES, BUREAU OF CONVEYANCES.
BEST & FINAL OFFER"

Indicate the name, address, telephone number and FAX number of the Offeror; and,
Be sealed.

2.13 EVALUATION COMMITTEE

Proposals submitted by the deadline specified in Section 2.3, SIGNIFICANT DATES in response to this RFP shall be evaluated by the PRC. Any member of the PRC who finds him or herself in a conflict of interest, as defined by the Rules of the Ethics Commission, shall be immediately replaced.

2.14 PROPOSAL COMPLIANCE REVIEW

The PRC shall perform an initial evaluation of each Proposal to determine whether it complies with and is responsive to the RFP instructions. At this stage, Proposals will be reviewed for timeliness of submission, completeness, and compliance with the requirements and qualifications specified in this RFP. The Executive Summary and the Offeror Background and Experience sections will be evaluated as part of the Compliance Review. The PRC will evaluate the price and its supporting documentation against realistic contemporary prices. The PRC will also be evaluating the price to confirm that the total of the individual proposal item prices matches the Total Proposal Price. In case of an error, in addition, the sum arrived at after adding the individual proposal items prices will govern. Offerors must include all required items for each PART proposed in order to qualify. The checklist of items is included in Appendix E, PROPOSAL COMPLIANCE REVIEW.

At this stage, the evaluation of the Proposals shall be on a "pass/no pass" basis. Those Proposals that do not comply with the requirements of the RFP will be rejected from further consideration. A Notice of Compliance Disqualification shall be sent to those Offerors whose Proposals are disqualified under this section by the date shown in Section 2.3, SIGNIFICANT DATES.

2.15 SUBSTANTIVE EVALUATION

Those Proposals that meet the requirements of the RFP during the Compliance Review shall then be evaluated according to the criteria listed below. Overall, the Proposal must demonstrate the Offeror's understanding of the issues and the ability to meet and satisfactorily produce all contractual requirements listed in the RFP for each PART proposed, including all contractual services. The price must be realistic given the work plan, and must illustrate an aggressive, competitive approach to maximizing the State's limited resources.

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2 PROPOSAL PREPARATION

Each member of the PRC will rank the Proposals by how advantageous they are to the State. The PRC members will then discuss the rankings and the rationale for the positioning at the evaluation meetings. When the discussions have been completed, the members will rank the Proposals independently. The individual PRC member's Proposal rankings will be averaged to determine if the Proposal is acceptable, potentially acceptable, or unacceptable. The three (3) Proposals with the highest average ranking will be designated as the Priority Listed Offerors.

The PRC will use the following general criteria for the substantive evaluation of the Proposals and as a basis for their ranking:

- Offeror background, long term system support, and reasonableness of the prices
- Creativity in the overall approach and in each task of the project
- Approach, comprehensiveness of, and logic in the workplan
- Ability of the Offeror to perform based upon demonstrated experience and performance on similar projects
- Organization, staffing, and qualifications of personnel assigned to the project

The Proposals will be scored and ranked by the PEC as follows

Category	Max. Points	Percent
EC-1 Project Approach, Work Plan, and Schedule	250	25%
EC-2 Project Organization and Staffing	200	20%
(Resumes and qualifications of personnel assigned to the project)		
EC-3 Background, Financials, Warranties	50	05%
EC-4 Price	150	15%
EC-5 Understanding Issues	150	15%
EC-6 Client References	150	15%
EC-7 Creativity in overall approach and approach to each task/phase	050	05%

2.16 NON-DISCLOSURE OF PROPOSALS

The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once all parties have signed a contract, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary shall be excluded from access.

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2 PROPOSAL PREPARATION

2.17 DISCUSSIONS

Discussions may be held with the Priority Listed Offerors. These discussions are intended to answer any questions the PRC may have regarding an Offeror's proposal.

The content and extent of each discussion will be determined by the PRC's evaluation of the deficiencies in each proposal. The PRC will not indicate to an Offeror a price that it must meet in order to obtain further consideration, nor will the PRC advise an Offeror of its price standing relative to another Offeror. However, the PRC may inform an Offeror that its price is considered too high or unrealistic.

The PRC will attempt to disclose all deficiencies noted in the proposal. These deficiencies may include: proposed personnel that the PRC considers unqualified, unrealistically low or high pricing, unrealistically low or high estimated efforts, and questionable technical or management approaches.

The PRC will not disclose technical, managerial, or pricing solutions to noted deficiencies. The intent of the discussion is not to initiate a pricing or service auction, but rather to give the Offeror the opportunity to make the PROPOSAL as advantageous to the State as possible.

The PRC shall establish procedures and schedules for conducting discussions and keep a record of the date, place, purpose, and those attending. Priority Listed Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals.

If during the discussions it appears that there is a need for any substantial clarification or change of the RFP, the clarification or change shall be amended by an addendum. Such addenda to the RFP shall be distributed only to the Priority Listed Offerors. The Priority Listed Offerors shall be permitted to submit new proposals or amend those submitted. After Best & Final Offers are received, final evaluations will be conducted. The PRC will make the final recommendation to the Procurement Officer for selection of the contractor for an award.

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APPENDIX A

LETTERS

(Date)

Mr. Lester M. Nakamura, Administrator
Information and Communication Services Division
Department of Accounting and General Services
1151 Punchbowl Street, Room B10
Honolulu, HI 96813

Dear Mr. Nakamura:

SUBJECT: Proposal/Transmittal Letter

The undersigned has carefully read and understands RFP No. ICS-FY-99-052 and hereby proposes, if selected, to furnish and deliver all items stated in this Proposal.

Any questions which the Information and Communication Services Division of the State of Hawaii may have regarding this proposal should be directed to:

Name:

Title:

Company:

Address:

City:

Telephone No.:

Facsimile No.:

The undersigned further understands and agrees that:

1. The undersigned is a (legal form of business, proprietorship, partnership, corporation, etc.), which is or will be registered with the Business Registration Division of the State of Hawaii, Department of Commerce and Consumer Affairs, to do business in the State of Hawaii; and has or will obtain a State of Hawaii General Excise Tax License by the start of the work.
2. All addenda to this RFP have been received (state how many, if any have been received) and are understood.
3. All prices listed in the proposal are firm and shall remain so throughout the period during which the contract is issued and the work is performed.

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APPENDIX A

LETTERS

- 4. If the use of subcontractor(s) is proposed, a statement from each subcontractor is appended to the Transmittal Letter and signed by an individual authorized to legally bind the subcontractor. The statement should include: the general scope of work to be performed by the subcontractor, the subcontractor's willingness to perform the work indicated within a designated time, and the subcontractor's professional qualifications and financial statements as of June 30, 1995 or latest fiscal closing.
- 5. It is understood that the State of Hawaii reserves the right to reject any and all proposals and to waive any defects, when in the State's opinion, such rejection and waiver may be made in the best interest of the State.
- 6. By submitting this proposal, the undersigned is declaring that the proposal is not in violation of Section 84-15, Hawaii Revised Statutes, concerning prohibited State contracts and that the undersigned is certifying that this proposal was arrived at independently, without consultation, communication, or agreement with any other Offeror or competitor. No attempt was made or will be made by the undersigned to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 7. If awarded the Contract, any services performed must be performed in accordance with Section 103D, Hawaii Revised Statutes.
- 8. This proposal (contains) (does not contain any) assumptions and constraints which (have) (have not) been approved in advance by the State of Hawaii.
- 9. The undersigned acknowledges that the entire RFP has been read and understood and agrees to be bound by its terms and conditions.

Respectfully submitted,

Exact Legal Name of Offeror

*Authorized Signature

Date

Title

**Affix Corporate Seal

Address

City, State, Zip Code

402112

APPENDIX A

LETTERS

Hawaii General Excise Tax License No. (if available)

Type of Organization:

Individual	()
Joint Venture	()
Partnership	()
Corporation	()

Social Security No. or Federal I.D. No.

If name of Proposer above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

State of Incorporation:

Hawaii	()
Other	()

If Other, please specify

* Attach to the proposal/transmittal letter evidence of the authority of the signature of this officer to submit in behalf of the Company.

** If the corporate seal is not available at the local or branch office from where the proposal is being made, a corporate certificate, resolution, or letter delegating proper authority may be attached to the transmittal letter as an acceptable substitute.

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APPENDIX E

PROPOSAL COMPLIANCE REVIEW

FOR RFP No. ICS-FY-99-52

APRIL/MAY, 1999

NAME OF OFFEROR:

PROPOSAL REVIEW CHECKLIST:

Part 1: Proposal Opening Review

- _____ 1. The Proposal package or envelope was received by the deadline specified in Section 2.3, SIGNIFICANT DATES.
- _____ 2. The package, which contains the Proposal, is marked "PROPOSAL FOR SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM, RFP No. ICS-FY-99-52" and includes ICSD's address.
- _____ 3. The package or envelope indicates the name, address, telephone number, and fax number of the Offeror.
- _____ 4. The package or envelope was sealed.

Part 2: Proposal Organizational Review

- _____ 5. There are eight (8) sets of the Proposal. One is single-sided, unbound, marked "ORIGINAL", and is signed by someone with the authority to commit Offeror. The others are marked as "COPY _____ of 7".
- _____ 6. The Proposal includes the following section titles:

Section I	PROPOSAL AND TRANSMITTAL LETTER
Section II	EXECUTIVE SUMMARY
Section III	PROJECT APPROACH, WORK PLAN AND SCHEDULE
Section IV	ORGANIZATION AND STAFFING
Section V	OFFEROR BACKGROUND AND EXPERIENCE
Section VI	PRICE
Section VII	CERTIFICATION
Attachment A	STAFF RESUMÉS
Attachment B	STAFF REFERENCES

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APPENDIX E

Attachment C	OFFEROR'S FINANCIALS
Attachment D	OFFEROR'S REFERENCES
Attachment E	SUBCONTRACTOR RESUMES AND REFERENCES
Attachment F	TECHNICAL POINT RESPONSE WORKSHEET
Attachment G	TAX CLEARANCE PACKET
Attachment H-Z	(as assigned by Offeror)

- _____ 7. The accompanying transmittal letter is in the form of a standard business letter on official business letterhead paper and is signed by an individual authorized to legally bind the Offeror.
- _____ 8. The transmittal letter includes the following information:
- a. A statement indicating that the Offeror is a corporation or other legal entity, or sole proprietor.
 - b. A statement that the Offeror is or will be registered to do business in Hawaii and will have obtained a State General Excise Tax License by the start of work.
 - c. A statement acknowledging that all addenda to this RFP have been received by the Offeror. If no addenda have been received, a statement to that effect is included.
 - d. A statement that the Offeror's prices listed in the Proposal are firm and shall remain so throughout the period during which the contract is issued and the work is performed.
- _____ 9. If the use of one or more subcontractors is proposed, a statement from each subcontractor is appended to the Transmittal Letter and signed by an individual authorized to legally bind the subcontractor and stating:
- a. The general scope of work to be performed by the subcontractor.
 - b. Subcontractor's willingness to perform the work indicated.
- _____ 10. Attachment A, STAFF RESUMÉS, includes a résumé for each person who appears on the organization chart contained in Section IV, ORGANIZATION AND STAFFING.
- _____ 11. Attachment B, STAFF REFERENCES, includes at least one (1) ICSD A-151, STAFF REFERENCE INFORMATION form for each person for whom a résumé is submitted.
- _____ 12. Attachment D, OFFEROR'S REFERENCES, includes at least one (1) ICSD A-152, CONTRACTOR REFERENCED form containing three (3) business references.

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- _____ 13. Attachment G, TAX CLEARANCE PACKET, includes the tax clearance forms with the State and the Federal approval stamps.
- _____ 14. Attachment E, SUBCONTRACTOR RESUMES AND REFERENCES. If subcontractors are NOT to be used, a statement to that effect is all that appears in this attachment. If subcontractors are used, the following applies: For each subcontractor there is at least one (1) completed form ICSD A-153, SUBCONTRACTOR REFERENCES form, listing three (3) references for that subcontractor. In addition to the completed A-153 forms, there is an organization chart for each subcontractor; there are résumés for each person on the organization chart; there is at least one (1) ICSD A-151, STAFF REFERENCE INFORMATION form for each person for whom a résumé is submitted.
- _____ 15. The State and Federal tax clearance dates are valid as of the solicitation ad date or any date thereafter up to the Proposal Due date specified in Section 2.3, SIGNIFICANT DATES.
- _____ 16. Any and all modifications or corrections to the ORIGINAL are made in ink and initialed in ink by the person signing the proposal for the Offeror.
- _____ 17. All changes that are made to the ORIGINAL are legible and the initials are recognizable.
- _____ 18. All changes that are made to the ORIGINAL also appear in all copies of the proposal.

Part 3: Preliminary Content Review

- _____ 19. Section II, EXECUTIVE SUMMARY, provides an overview of the entire proposal.
- _____ 20. Section III, PROJECT APPROACH, WORK PLAN AND SCHEDULE, includes a description of the approach, work plan, and detailed schedule.
- _____ 21. Section IV, ORGANIZATION AND STAFFING, includes the following:
- a. An organization chart showing the chain of authority and responsibility of the Offeror's project personnel.
 - b. Descriptions of projects completed by the Offeror, the client's name, a brief description the time period, and the computer environment used for each project.

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- _____ 22. Section V, OFFEROR BACKGROUND AND EXPERIENCE, identifies any litigation currently impacting the Offeror. If there is no litigation, a statement to that effect is included.
- _____ 23. Section VI, PRICE, contains a detailed breakdown of the total price as specified in Section 5.3.8, PRICE.
- _____ 24. Section VII, CERTIFICATION, contains the following statements:
- a. The prices and cost data were arrived at independently, without consultation, communication, or agreement with any other Offeror or competitor.
 - b. Unless otherwise required by law, the prices and cost data which were submitted have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
 - c. No attempt was made or will be made by the Offeror to induce any other person or firm to submit or not to submit a price for the purpose of restricting competition.

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APPENDIX G

ADDENDUM LOG

The following Addenda have been issued:

<u>Addendum-id</u>	<u>Addendum Title</u>	<u>Issue Date</u>
Addendum 1	Clarifications, Reply to Offeror's Written Inquiries	May 5, 1999
Addendum 2	Reply to Offeror's Additional Written Inquiries	May 12, 1999
Addendum 3	Change to Significant Dates And Reply to (more) Offeror's Written Inquiries	May 19, 1999
Addendum 4	Correct Compliance Review, Substantive Review Scoring, And Transmittal Letter Sample	June 7, 1999

End-of-log-entries.

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STATE OF HAWAII

DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION

HONOLULU, HAWAII

May 19, 1999

ADDENDUM 3

TO

RFP NO. ICS-FY-99-052

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

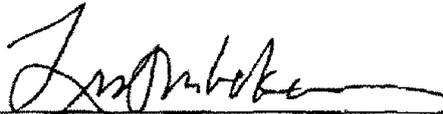
The following changes are hereby made:

1. Replace pages i-v, Table of Contents, to correct page numbers in Part 2 of the RFP after Section 2.3, Significant Dates.
2. Replace page 8 (Final March 25, 1999). The following changes have been made to significant dates:
 - a. New significant dates were added for Deadline for Additional Written Inquiries to May 14, 1999, and Response to Offerors' Additional Written Inquiries to May 19, 1999;
 - b. The deadline for Proposal Due is changed from May 21, 1999 to May 28, 1999;
 - c. The timeframe listed for five Compliance Review is changed to June 1 – June 4, 1999;
 - d. The deadline for Notices of Compliance is changed to June 8, 1999;
 - e. The deadline for Selection of Priority Listed Offerors is changed to June 25, 1999;
 - f. The time frame for Discussions with Priority Listed Offerors is changed to June 28 – July 2, 1999;

- g. The deadline for Best and Final Offer Due is changed to July 14, 1999; and
- h. The deadline for Contractor Selection is changed to July 23, 1999

Note that the page numbers after Section 2.3 have changed, but new pages have not been provided. The Table of Contents provided in this Addendum reflects changes in page numbers; replacement of Page 8 replaces Section 2.3, which includes additional text and caused reformat/repagination.

- 3. Replace Appendix G Addendum Log.
- 4. See attached replies to all potential Offeror's additional questions required by Section 2.3, Significant Dates as Response to Offeror's Additional Written Inquiries but received and answered by this addendum after dates required.



Lester M. Nakamura, Administrator
Information and Communication Services Division

**RESPONSES TO ADDITIONAL WRITTEN INQUIRIES
REGARDING RFP NO. ICS-FY-99-052**

1. Question: (Section) 1.15, Existing Equipment: Regarding the Dell Optiplex GXI PC workstations currently in place at the BOC: Is it reasonable to assume that the existing PCs will be integrated into the network, thus lowering the number of workstations that must be proposed to 33, rather than the requested 50?

Answer: Vendors are expected to use best judgement and expertise to develop offers. We believe it is most cost effective to make use of existing equipment where ever possible and the BOC expects proposals to utilize existing equipment. The published Addendum 2, Question 33 reply states that there are approximately 50 in-house users. We believe that response is the only "request" for 50 PCs and that information is sufficient to describe what is expected in the proposals.

2. Question: (Section) 3.6.1.9 and 3.6.4.5 regarding Large Format Scanning and Mapping: Does the BOC require IN HOUSE large format scanning and plotting equipment (as indicated in #36 of the published questions), or can the required map scanning requirements be handled by a service provider? That is, if the BOC's map scanning requirements are not significant enough to justify in-house equipment, is outsourcing an acceptable solution? If not, does the BOC require a large format scanner AND plotter, or just a scanner? Please provide an estimated number of large format maps to be scanned.

Answer: This answer clarifies the written response to Question 36 in Addendum 2. The BOC requires the capture of maps as images only and has no requirement for plotting. The BOC will accept an "outsourcing" map image capture solution, provided the Offeror justifies the cost.

3. Question: (Section) 3.10.11, GIS Requirements Study: Please confirm that the proposal need NOT include a GIS system, but rather that it anticipates conducting a study toward later implementation. Please further confirm that the bidder is not asked to submit a plan or cost estimate for a functional GIS system at this time.

Answer: Your interpretation is correct that the vendor is expected to do only a study of requirements; implementation of a GIS (at a later date) is the responsibility of the BOC.

However, the standard in accordance with SDM/Structured, and as understood by the State, is that the study includes the System Requirements Definition (SRD) and the System Design Alternatives (SDA) phases. In the SDM/Structured life cycle,

each phase is cost committed and requires completion of a detail plan for the next phase, and estimates of cost for completion of the next phase. These plans and estimates can impact the overall/global plan that is developed before a project is started.

The SDA is where the physical design is completed and includes tasks for each alternative that would detail component specifications. If another methodology has been approved for use in this compliance, all SDM/Structured functions is required by the approval to assure that all tasks necessary for success are completed.

4. Question: (Section) 3.6.1.12, Optical Disk: In question 38, the BOC specified that "an all magnetic Raid solution is acceptable if ... that magnetic image mirrors optical (jukebox) disk." Please explain further. What is meant in this case by "mirroring"? Does that imply real time redundancy and online accessibility, or simply that magnetic storage must be backed up on optical storage? Is a jukebox required, or is other optical storage acceptable? For example, is daily back up to CD acceptable?

Answer: This answer clarifies the written response to Question 38 in Addendum 1. The permanent storage of all images is on Optical Disk. Magnetic media can be used, provided the requirement for permanent storage of the image on Optical Disk is adhered to.

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2 PROPOSAL PREPARATION

2.3 SIGNIFICANT DATES

All time is shown as Hawaiian Standard Time, (HST)

Advertisement of RFP and Proposal Pick-up	April 5, 1999
Optional Site Visit	April 6 to May 18, 1999
Deadline for Written Inquiries; 10:00 a.m.	April 19, 1999
Deadline for Request to Utilize Another Methodology	April 19, 1999
Deadline for Letter of Intent; 10:00 a.m.	April 21, 1999
Response to Offerors' Written Inquiries	May 5, 1999
Deadline for a Additional Written Inquiries	May 7, 1999
Response to Offerors' Additional Written Inquiries	May 12, 1999
Deadline for a Next Additional Written Inquiries	May 14, 1999
Response to Offerors' Additional Written Inquiries	May 19, 1999
Proposal Due; 10:00 a.m.	May 28, 1999
Compliance Review for Proposals	June 1, to June 4, 1999
Notices of Compliance Qualification or Disqualification Mailed	June 8, 1999
Selection of Priority Listed Offerors	June 25, 1999
Discussions (if any) with Priority Listed Offerors	June 28, 1999 thru July 2, 1999
Best and Final Offer Due; 10:00 a.m.	July 14, 1999
Contractor Selection	July 23, 1999
Estimated Date of Contract Issuance	July 30, 1999
Estimated Start Date	August 2, 1999
Work Plan Presentation for PART 1	August 23, 1999
Work Plan Presentation for PART 2	August 24, 1999
Final Work Plan Submission for PART 1	August 30, 1999
Final Work Plan Submission for PART 2	August 31, 1999
Estimated Initial Contract Period for Part1 Tasks 1-6	July 30, 1999 to March 31, 2000
Estimated Completion Date all Phases	December 31, 2000
Estimated Completion: Post Implementation Support	December 31, 2004

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APPENDIX G**ADDENDUM LOG**

The following Addenda have been issued:

<u>Addendum-id</u>	<u>Addendum Title</u>	<u>Issue Date</u>
Addendum 1	Clarifications, Reply to Offeror's Written Inquiries	May 5, 1999
Addendum 2	Reply to Offeror's Additional Written Inquiries	May 12, 1999
Addendum 3	Change to Significant Dates And Reply to (more) Offeror's Written Inquiries	May 19, 1999

End-of-log-entries.

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STATE OF HAWAII

DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION

HONOLULU, HAWAII

May 12, 1999

ADDENDUM 2

TO

RFP NO. ICS-FY-99-052

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The following changes are hereby made:

1. Replace Appendix G, Addendum Log.
2. Replace Appendix J, page 11 to correct/clarify that the access referred to is public access.
3. See attached replies to all potential Offeror's additional questions required by Section 2.3 Significant Dates as Response to Offeror's Additional Written Inquiries.
4. It has come to our attention that some confusion exists regarding tasks required for Part 1 and Part 2 proposals. This addendum clarifies the matter by adding the requirement for all offers to include the task(s) necessary to coordinate interface/integration between the Part 1 and Part 2 work. Parts 1 and 2 may be contracted to separate vendors (the RFP provides that proposals and the award may be for either or both parts). Part 1 is for development of the BCIS, Tasks 1 through 11; and Part 2 is Task 12 – Load Back Microfilm Images only. Contractors for each of the parts shall work together to effect use of, and easy access to, back microfilm (historical) images by the BCIS. The BOC requires that BCIS retrieve historical and current images in a manner that is transparent to

APPENDIX G**ADDENDUM LOG**

The following Addenda have been issued:

<u>Addendum-id</u>	<u>Addendum Title</u>	<u>Issue Date</u>
Addendum 1	Clarifications, Reply to Offeror's Written Inquiries	May 5, 1999
Addendum 2	Reply to Offeror's Additional Written Inquiries	May 12, 1999

End-of-log-entries.

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5 Documents microfilmed/scanned and processed in-house

- a. Responsibility of scanning and processing microfilm will be BOC.
- b. Documents need to be concurrently microfilmed for archival purposes subject to production responsibilities.
- c. Microfilmed information to be converted to optical disc or see item b.
- d. Bar code on label to provide document reference for scanning and microfilm access.

Information scanned will be dropped into database providing the following information:

- Grantor
- Grantee
- Marital status of grantee
- Grantee address
- Description of property
 - Lot/File Plan
 - Lot/Application
 - Tax Map Key

Type of document

DIGITIZED IMAGE CAN BE RETRIEVED BY PUBLIC ACCESS OR IN PUBLIC REFERENCE USING DOCUMENT NUMBER REFERENCE.

**RESPONSES TO ADDITIONAL WRITTEN INQUIRIES
REGARDING RFP NO. ICS-FY-99-052**

1. Question: How many rolls of microfilm does the department have at this time?

Answer: We are not able to provide this number. However, Question 49 in Addendum 1 provides information to assist in preparing an estimate of the work desired. Our estimate is approximately 2000 reels for each five-year period we are requesting to be imaged.

2. Question: What is the approximate budget for this project?

Answer: The State does not provide budget information to potential bidders, though there is no procurement rule preventing disclosure of budget information, and every department's budget will become public information when the Legislature passes and the Governor signs the budget bill into law.

The BOC is special funded and its operation is generally self-sufficient. This project and the RFP is structured to allow contracting and funding/payment by phases/tasks so that funding and encumbrance rules will never be issues the BOC has to contend with. Furthermore, the BOC has had favorable feedback and expects the Legislature to support BOC automation.

3. Question: Do more extensive workflow charts exist than the ones in the RFP? If so, can they be provided? If not, can a meeting be held to discuss workflow issues?

Answer: The workflow of the BOC is defined and exists only as presented in the RFP. The RFP allows for site visits at which vendors are able to obtain greater understanding of BOC operations and could include meetings as needed with appropriate staff and management of the BOC.

4. Question: Please list hardware and software that the department has or is planning for in the next three years that would affect this project. Would this project need to interface with any future systems? If yes, who would be responsible for the integration of the two systems?

Answer: The RFP contains Section 1.15 titled Existing Equipment that provides existing hardware data; software is standard. The BOC does not have specific plans to acquire equipment/software in the next three years except as proposed for this system in response to the RFP.

Future interfaces, if any, have not been identified. The BOC expects the system proposed to be capable of offloading data to external media; vendors are to propose cost effective extract facilities and media. The current extract is to magnetic tape.

If requirements for enhancements that are for interface/integration arise in the future, such sharing of data or functions would require design and development of necessary automated process as a separate project. Planning, funding, and any acquisitions/contracts needed for any future projects are the responsibility of the BOC.

5. Question: What types of reports are needed to be generated by the data collected? Will the vendor be responsible for the reports or will the BOC do their own reports from the raw data?

Answer: The proposal should include any reports the program will generate. The RFP includes a workflow that makes reference to some of the information the BOC desires to access.

6. Question: The RFP calls for the neighbor islands to have access. Who is responsible for the cost of the T1? Can this system utilize the existing T1 lines the State has installed for the neighbor islands?

Answer: The BOC is responsible for all communication cost. The BOC will evaluate proposals (including communications) based upon its judgement of the most cost-effective solutions offered. The BOC currently does not utilize the HAWAII Wide Area Integrated Information Access Network (HAWAIIAN). For the purposes of this RFP all proposals are to be based on communications (and cost) obtained from commercial providers.

7. Question: In Section 3.6.4.3, it discusses that the scanner only needs to do a minimum of 8 pages per minute, did it mean to say 80 pages?

Answer: Section 3.6.4.3 refers to a scanning capability minimum of 8 pages. This does not prevent a vendor from proposing a higher volume scanner based on the vendor's understanding and knowledge of current workflow activities at the BOC.

8. Question: Who is responsible for addressing the records retention issues of this project and implementing appropriate software to implement the records retention portion?

Answer: The BOC did not include specific requirements for records retention in the RFP. However, records retention is a major function of all systems which vendors are expected to propose in accordance with vendor expertise in system development and software capabilities.

9. Question: Are all hardware and software that the proposed system may/will need to interface with Y2K? If not, when will it be Y2K?

Answer: We do not understand the question as written. However, it is expected that all proposed hardware and software will be Y2K compliant. The BOC is doing modifications needed to the existing system for Y2K readiness and has a State-mandated deadline of September 30, 1999 to complete implementation of the modified system.

10. Question: To ensure that we have the right documents on file, can we receive a copy of the SDE/Structured Reference Manual and a copy of the State Strategic Plan for Computers and Telecommunications?

Answer: SDE/Structured is assumed to be SDM/Structured, which is proprietary and requires that a Letter of Non-disclosure be signed by interested parties. The RFP contains the letter and information regarding use of the standard methodology or receipt of a waiver from the ICSD. The ICSD normally provides a summary overview of SDM/Structured to vendors who have signed Non-disclosure, who can then request actual manuals if needed. We have found that most vendors need complete manuals only when contracted and only for specific phases. For your information, SDM/Structured consists of 13 manuals, each about 3-4 inches thick.

There is no consolidated State Strategic Plan for Computers and Telecommunications. The ICSD published a Strategic Plan for Telecommunications in 1994, and the ICSD published an IT Plan Overview in August 1997. Those documents are available in hard copy. Please call the ICSD at (808) 586-1920 to request a copy of either.

11. Question: RFP Section 3.6.317: Do the current users accessing LCATS perform ad hoc queries or do they select from a set of preformatted options to access LCATS information?

Answer: Current users pick from a set of preformatted options. The vendor should provide query formats that can be administered to limit inquiries based on who makes the request.

12. Question: RFP Section 3.5.2: How can we obtain information from ICSD on the HAWAIIAN WAN? Is there a representative of the ICSD Networking Branch who can be contacted directly or is there an information packet that we may request?

Answer: The Hawaii Wide Area Integrated Information Access Network (HAWAIIAN) is the State's communications network. This network is comprised of an interisland digital microwave backbone (between the major islands of Kauai,

Oahu, Maui, Lanai, and Hawaii) and an intransland fiber optic Synchronous Optical NETWORK (SONET) backbone (on four of the islands of Kauai, Oahu, Maui, and Hawaii). The State of Hawaii Information Technology Overview (August 1997) provides some basic information. All other questions need to be submitted in writing as provided for in this RFP.

Although the deadline for submitting questions has passed, you may submit additional questions if necessary and the BOC will attempt to reply.

13. Question: RFP Section 3.6.4.5: Does the BOC definitely want to use OCR for input or does the BOC want to explore this method as an option?

Answer: This section refers to maps. Unsure what the question is asking. The vendor can recommend other solutions as long as the result provides to BOC the ability to complete Section 3.6.4.5. The solution should allow for maps to be accessed by a user. How that is accomplished is left to vendor recommendation.

14. Question: RFP Sections 3.10.6, 3.10.7, 3.10.8, and 3.10.9, Addendum 1, Questions 9 and 41.2: The answers to these questions seem to conflict. The answer to question 9 states that it has not been determined if Internet connectivity will be utilized. The answer to question 41.2 states that Internet access is required. Please clarify.

Answer: Addendum 1, Questions 9 and 41.2 replies refer to different access requirements: remote access and public access. Both remote and public access may be interpreted to mean the same mode of access, but public access would seem to be achieved maximally through the Internet. Based on Addendum 1, Question 9 refers to remote access requirements, and it is left to the vendor to propose a cost effective means to establish remote access. The reply to Question 41.2 is in response to Appendix J page 11 which infers public access; therefore, Internet access is viewed by the BOC as the appropriate mode.

15. Question: RFP Addendum 1, page 34 (Original RFP page 35): It appears that Section 3.10.9, Task 9, Enable Public Access to Image Data, has been eliminated. Is this correct or just an oversight in reformatting pages?

Answer: Section 3.10.9, Task 9 is on page 33 in the RFP and has not been eliminated. Pages were renumbered in the new RFP as a result of re-formatting but nothing was eliminated except as stated in addendum revisions.

16. Question: RFP Section 3.10.12 and Addendum 1 – Question 64: Does the BOC have automated index data for all of the ten years of microfilm images to be incorporated in the BCIS? If not, approximately how many images do not have automated indexes? For those microfilm images without automated indexes, does the BOC want the index data entered?

Answer: Not certain what is meant by automated index data. It is intended that should our general indexes indicate the recording of a particular document, the user shall be able to pull up that document on screen, if it was recorded in the last ten years. General index information on mag tape is used to produce microfiche. A viewer uses information from the microfiche to determine document numbers, then proceeds to the microfilm to view the document.

17. Question: If it is in the best interest of the State, could the State purchase the hardware and software (eg., Operating system, utilities, off-the-shelf software) products and components directly from the manufacturer/vendor, provided the specifications, and price of such, is included in the proposal made by the Offeror, and the Offeror would assist the State during the acquisition?

Comment by the vendor relative to the above question: These products and components shall be commercially available, standard, off-the shelf products manufactured by well established and reputable companies. These items would be new. Hardware and software changes quickly, and this would give the State the flexibility to substitute the latest model/version, or a model with equivalent or lesser price, at the time of acquisition. This would also reduce any added administrative cost usually associated with this activity.

Answer: The BOC did not specify same in its RFP because the State has to abide by procurement rules which would require competitive bidding of all acquisitions that could exceed \$25K in cost. It seemed much easier to acquire all needed components from a vendor contract, except items the BOC can acquire from a pre-existing Price List. The advantage of purchasing under the vendor contract is that the vendor has proposed a working solution and all hardware/software components are part of the solution proposed.

STATE OF HAWAII

DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION

HONOLULU, HAWAII

May 5, 1999

ADDENDUM 1
TO
RFP NO. ICS-FY-99-052

SERVICES TO DEVELOP AND IMPLEMENT A REPLACEMENT
LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

The following changes are hereby made:

1. Replace pages i-v, Table of Contents, to correct page numbers in Part 2 of the RFP.
2. Replace page 8 (Final March 25, 1999). The following changes have been made to significant dates:
 - A. The Response to Offeror's Written Inquiries date has been extended to May 5, 1999;
 - B. New significant dates were added for Deadline for Additional Written Inquiries to May 7, 1999 and Response to Offerors' Additional Written Inquiries to May 12, 1999;
 - C. The deadlines for Proposal Due is changed from May 19, 1999 to May 21, 1999.
 - D. The deadlines listed for 5 Compliance Review is changed to May 21 – May 26, 1999; and
 - E. The deadline for Notices of Compliance is changed to May 28, 1999.

See attached revision page.8.

3. Replace page 9, Section 2.6 Authorization to Utilize Another Methodology (Final March 25, 1999), first sentence is amended to state "If Offeror plans to use a methodology other than SDM/Structured for Part 1 of the proposal in reply to this RFP, ..." and a new sentence should be inserted after the amended first sentence to state "If Offeror plans to propose Part2, Task 12, no request to use a methodology other than SDM/Sturctured need be submitted because Task 12 alone is not a development task.
4. Replace page 11 (Final March 25, 1999), Section 2.9.1 to correct the title to Transmittal/Offeror's Letter and Section 2.9.2 to "Offeror's Letter – Same as Transmittal/Offeror's Letter" and to correct language in each section to clarify that only one letter is required.

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5. Replace page 12, Section 2.9.4.2 (Final March 25, 1999), to restate the title as "Required Proposal (Transmittal/Offeror's) Letter" and to correct and clarify language within the section to clarify that only one letter is required.
6. Replace page 15, Section 2.9.4.7 Price (Final March 25, 1999), to delete the second sentence that states "All proposals will be submitted on the forms included in this RFP."

Note all pages have been printed and included in this addendum for **2 PROPOSAL PREPARATION** (pages 6 – 21) (Final March 25, 1999). Because of repagination and some reformatting that occurred in correcting/clarifying some sections

7. Replace page 26, Section 3.6.1.11 (Final March 25, 1999),- now page 25 attached -to delete all wording after "scanner" (200 double sided documents a day specification).
8. Replace page 33, Section 3.10 IMPLEMENTATION PLAN (Final March 25, 1999),- now page 32 attached - to correct and clarify all language describing parts of the RFP and proposal as related to preparation of an implementation plan.
9. Replace page 35, Section 3.11 WORK PLAN (Final March 25, 1999), paragraph 2, - now page 34 attached - to correct and clarify language that describes Part I and Part 2 Tasks as related to preparation of a Work Plan.
10. Replace pages 54 and 55 (Final March 25, 1999) Sections 3.20.10, 3.20.11, and 3.20.12 – now pages 52 and 53 attached - regarding acceptance testing for those tasks.
11. Replace Appendix G Addendum Log to add Addendum I record.
12. See attached replies to all potential offeror's questions required by Section 2.3 Significant Dates as Response to Offeror's Written Inquiries.



Lester M. Nakamura, Administrator
Information and Communication Services Division

**RESPONSES TO WRITTEN INQUIRIES
REGARDING RFP NO. ICS-FY-99-052**

1. Question: (RFP) Section 3.5.12 The RFP is unclear as to precisely what type of data analysis is required. Is this a request for statistical data on the type of documents accessed?

Answer: Section 3.5.12, which is Data Migration, is not a proper reference. However, we believe reference should be to Section 3.5.11 Data Analysis.

The data analysis required is that the BOC must have access to the entire database for any data analysis it may need to perform.

2. Question: (RFP) Section 3.5.13 What kinds of "external sources" will we need to support in the proposed system?

Answer: Believe this question relates to Section 3.5.12. Data Migration, External sources such as indexes currently on CD or from microfiche; images on microfilm and LCATS historical data will need to be supported in the new system.

The data migration should analyze the existing manual and automated systems processing and data structures, as well as existing system flow charts. The vendor is expected to interview end users and gather data as appropriate to design a logical and physical migration of data so that the BOC can compare results/data between the old and new systems.

3. Question: (RFP) Section 3.6.1.1 Will remote stations include scanning hardware, or will they initiate scanning via hardware located on a central server?

Answer: The remote stations will not require scanning hardware. The remote stations refer to stations outside the bureau that can access information on images stored on BCIS.

4. Question: (RFP) Section 3.6.1.10 What type of bar code is required (if any), and what information will it be conveying?

Answer: The RFP requests a label similar to what is included in our workflow information. It is shown on the last page. Initially, the system should be able to read the labels to capture information without manual inputting. Vendor will

propose how the label will generated and what information will be stored by bar codes. The system should also provide for expansion of readable fields.

5. Question: (RFP) Section 3.6.19 What is the largest possible "oversized" map that BOC expects to scan?

Answer: A lot of our older maps on linen tracing are 4 feet wide and range from 4 feet to 15 feet in length.

6. Question: (RFP) Section 3.6.3.17 Will users of the proposed system design custom reports and queries, or will this be handled by BCIS technical personnel?; What information will these reports and queries need to address?

Answer: Information on LCATS can be accessed by modem through Hawaii FYI connection. Title companies, attorney offices, Land Court, County offices, and banks access LCATS from their respective offices.

7. Question: (Section) 2.9.1 Transmittal Letter (page 11)
(Section) 2.9.2 Offeror's Letter (page 11) and
(Section) 2.9.4.2 Required Proposal Letter

Is the following interpretation correct?

Two (2) letters are required with the proposal. The Offeror's Letter (2.9.2.) is the same as the Proposal Letter (2.9.4.2). The format for this letter is specified in Appendix A, pages 26-28, with the subject "Proposal/Transmittal Letter". The Transmittal Letter (2.9.1) is a separate business letter to be submitted on corporate letterhead and should also include statements form each subcontractor (if any).

Answer: Your interpretation is incorrect in that only one letter from the prime contractor and a statement from each subcontractor (if any) is required. The letter submitted must be formatted on the bidders' letterhead and the format/content sample is in Appendix A. pages 26-28. The BOC/ICSD apologizes for the confusion and corrected RFP pages are included in this addendum.

8. Question: (Section) 1.3 (Third bullet) states Retain the current ability to permit remote access to LCATS subscribers (page 2)
(Section) 1.3.d Install hardware and software for current LCATS remote users (page 16)
(Section 3.2) Retain the current ability to permit LCATS access to subscribers

What remote access is currently available for LCATS? From where? Who are the subscribers?

Answer: Information on LCATS can be accessed by modem through Hawaii FYI connection. Title companies, attorney offices, Land Court, County offices, and banks access LCATS from their respective offices. See reply to question 6 above.

9. Question: (Section) 3.10.6 Task 6 Enable Remote Access to Text Data
(Section) 3.10.7 Task 7 Enable Remote Access to Image Data
The primary focus is to continue the currently approved connections and add other locations the BOC operates or will operate. This shall include the capabilities and requirements identified in Section 3.9 REMOTE ACCESS REQUIREMENTS.

Is the following interpretation correct? Tasks 6 and 7 include remote access to the BCIS for both Regular and Land Court documents from existing remote BOC sites on Oahu and other islands. These remote sites will access the BCIS for inquiry and printing only (no recording, indexing, etc.).

Who will access the BCIS from these remote sites – BOC staff, public, or both?
What connectivity is now in place from these remote locations?
Where are the current remote locations?
What additional remote locations are planned?
Will this remote connectivity be replaced by the Internet access described in (Section) 3.10.8 – Task 8 and (Section) 3.10.9 – Task 9 (pages 34 & 35)?

Answer: Is our interpretation correct? Yes.

Who will access the BCIS from these remote sites? **General public.**
What connectivity is now in place from these remote locations? **None.**
Where are the current remote locations? **None.**
What additional remote locations are planned? **Neighbor islands.**
Will this remote connectivity be replaced by the Internet access described in (Section) 3.10.8 - Task 8 and (Section) 3.10.9 (pages 34 & 35)? **Not determined.**

10. Question: (Section) 3.11.1 Task 1 Work Plan (PART 1) (page 36)

Does this task include network installation by the offeror?

Answer: Yes, per “not limited to” language. Also, the BOC network should be attached to the DLNR backbone for easier file and print administration. The task would also allow BOC to access statewide email and Internet.

11. Question: (Section) 2.9.4.7 Price (page 15) “... All proposals will be submitted on the forms included in the is RFP.”

Are there specific forms to be used for pricing?

Answer: No. Pricing must conform to breakdowns required in the RFP but no specific format or form is supplied for this purpose. See corrected Section 2.9.4.7 included in this addendum.

12. Question: (Section) 2.9.4.7 Price
- f. Extend Remote Access to BCIS Text (page 16)
Acquire data communication circuits to designated sites
 - g. Extend Remote Access to BCIS Images (page 17)
Acquire data communication circuits to designated sites

What are the designated sites?

Answer: Remote access sites are not determined but are expected to be at least one per neighbor island.

13. Question: (Section) 3.5.2 Is there any infrastructure for a LAN/WAN in place today? Routers, Hubs, T1 lines, etc?

Answer: Various LANs have been installed throughout the Department. The BOC does not have a LAN. The system infrastructure should be based on State and ICSD policies and the RFP requirements. The WAN that exists is the HAWAIIAN. The ICSD Networking Branch has information on HAWAIIAN and expansion plans, which should be investigated by the Contractor.

14. Question: (Section) 3.5.3 If a UNIX server is mandated and there needs to be one operating system, are Windows 9x machines acceptable for clients?

Answer: The UNIX server required is the host server; client workstations are to be configured by vendors in their proposals.

15. Question: (Section) 3.5.4
- a) If Dell Optiplex machines are currently being used, will additional exact models be available in the future? If not, will a newer Optiplex model be sufficient to satisfy this constraint?
 - b) What scanners are currently in use by the BOC? Please provide the model and quantity.

Answer: a) The technology proposed should be able to run even if new technology & hardware is upgraded in the future. b) None.

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16. Question: (Section) 3.5.5 What is the general level of computer proficiency of both the users and the systems administrators?

Answer: **Users: Moderate; Systems Administrators: (assumed to be at ICSD) High**

17. Question: (Section) 3.5.6 What are the banking redundancies used to establish the baseline?

Answer: **The banking industry generally has excess capacity and double line volume to assure constant up time for their networks that operate 7 days a week, 24 hours a day for ATM access. The BOC seeks to have the same.**

18. Question: (Section) 3.5.8 What are the generally accepted ideas on how to compensate compliance?

Answer: **The system must be based on the schedule of fees established by the BOC.**

19. Question: (Section) 3.5.12 What are the external sources of data and what are the data formats?

Answer: **See response to question 2 above regarding external sources of data. Data formats are part of existing system documentation. Data formats/layouts (about 100 pages of data documentation as it exists today on the LCATS (Wang) system can be made available upon request.**

20. Question: (Section) 3.5.13 Describe the type of old technology that needs to interface with the new.

Answer: **The current technology is the Wang VS mini-computer, using the Wang database and developed primarily in Speed II, a third-party application builder and on the Unisys platform. See responses to questions 6, 8, and 19 above. We are not sure what you mean by interface since the intent is to acquire a new system and interface is needed only as proposed to migrate/convert old to new.**

21. Question: (Section) 3.5.16 What levels of UNIX security measures are in place today?

Answer: **None. Offeror is to propose security options.**

22. Question: (Section) 3.5.17 What are the peak activity periods, local holidays, vacations that need to be planned around?

Answer: **The BOC has experienced peak periods at the last five work days of a month, at intervening weekends, and at the end of a quarter.**

23. Question: (Section) 3.6.12 What procedures comprise the BOC's current microfilm capture?

Answer: **We believe the reference should be to (Section) 3.6.1.2. The BOC microfilms daily – see Appendix J, a-g.**

24. Question: (Section) 3.6.1.7 What are the State of Hawaii's legal requirements for image storage and retrieval?

Answer: **The BOC is unable to provide an appropriate answer. Currently, the BOC has maintained a complete library of ALL microfilm which contains recorded documents from the initial recording in 1859.**

25. Question: (Section) 3.6.4.9 This implies an OCR capability. Is this a requirement, and if so, to what degree?

Answer: **Vendor is to propose as needed.**

26. Question: (Section) 3.7.1 How many locations are anticipated and what are the volumes of access? (recording, retrieval)

Answer: **Projected to have at least one remote site per neighbor island. Remote sites are expected to provide inquiry only to the public.**

27. Question: (Section) 3.7.3 How many scanners does the BOC currently have? If none, how many stations would need them?

Answer: **None. Vendor is expected to propose an appropriate number of scanners.**

28. Question: (Section) 3.9 How many remote users do you anticipate?

Answer: **If our interpretation of the question is correct, we plan for 10-30 concurrent users to be able to access the BCIS.**

29. Question: (Section) 3.10.1 What are the general requirements of the proposed LAN for the BOC? Does the BOC currently have high speed data telecommunications access to the other islands?

Answer: **See response to question 10 above. The BOC does not have high-speed data telecommunications access to the other islands.**

30. Question: (Section) 3.10.2 How many back images need to be converted? How many

rolls of film, images per roll, quality of film, simplex, duplex, white on black or vice versa?
Can the conversions be done off island?

Answer: The BOC desires to have 10 years, or approximately two million images, backloaded. See questions/responses to 47 – 66 below.

31. Question: What are the number of documents that are recorded by Land Court and the Regular System per day and per year? In (Section) 3.6.11 it states 200 per day but it does not break it out.

Answer: The BOC records approximately 300,000 documents per year; daily number of documents is not readily available. Section 3.6.11 has been amended by this addendum; double sided documents are not 200 and the number is not available.

32. Question: In (Section) 3.9.4 and other places in the RFP it talks about remote access. What functions other than access to images and data are to be performed at these sites?

Answer: Remote sites are expected to have inquiry access only.

33. Question: What is the number of users at each site and what are their functions as per (Section) 3.7.3?

Answer: The BOC estimates 15-65 public access users and approximately 50 in house users.

34. Question: What is the number of microfilm pages that need to be converted?

Answer: See response to question 28 above.

35. Question: (Section) 3.5.12 calls for the integration of current data into the new system. What is the number of records to be converted and are the file layouts available?

Answer: An estimate of number of records is not available. See response to question 19 above regarding file layouts, and to questions 6 and 8 regarding the existing LCATS system.

36. Question: (Section) 3.6.4.5 talks about scanning plats – should a wide format scanner and plotter be configured as part of our proposal?

Answer: Yes.

37. Question: (Section) 3.6.4.5 talks about templates for scanning. Does the BOC want an OCR engine as part of the scanning model? Does some standard documents exist?

Answer: **We believe the reference should be (Section) 3.6.4.9. Yes. No standard documents exist.**

38. Question: (Section) 3.6.1.12 talks about the requirements for optical disk but it also states that 15 seconds response is a requirement even for remote sites. Is an all-magnetic raid solution acceptable?

Answer: **An all magnetic RAID solution is acceptable if our understanding is correct that magnetic image mirrors optical (jukebox) disk.**

39. Question: What is total number of workstations and printers required for this RFP?

Answer: **Workstations: approximately 65; Printers: subject to vendor proposal.**

THE FOLLOWING QUESTIONS RELATE TO APPENDIX J:

40. Question: Pages 2 & 3: Documents times and numbered:

1. In changing the Date and Time (a-1) are there rules around how far the time/date can change from the present date and time? Can the time/date be changed into the past?

Answer: **Date and time options are subject to vendor proposal.. There are no "rules" at present.**

2. Where is the "bad check list" maintained?"

Answer: **This is a separate process at present. Vendor is expected to propose the maintenance of bad check data within the system and recommend value as appropriate.**

3. Single label with multi numbers (a-6) – Is there a limit to the number of document numbers on a label? Are multiple labels printed if there are too many numbers to fit on a label?

Answer: **Four: 2345544 to 2345547 or 1999-012345 to 1999-012348.**

4. (a-16) Labels will be laser printed from workstations. Is it required to use laser printers or can other devices be used?

Answer: **The BOC requires laser printers to be used for a label printing.**

5. There are different numbering schemes (LCO, DEC, and Regular). What is the numbering schemes for each of these?

Answer: **LCO: Seven (7) digit field to continue running from number 1.**

DEC: Six (6) digit field.

Regular: Four (4) digit field for year, i.e. 1999, hyphen followed by a six (6) digit field for the document number, i.e. 1999-023456. Year will be changed annually.

6. (a-6 through A-10) Certificates?

Answer: **Certificates are issued in Land Court. Currently issuance is in the 500,000 series. Certificates have been issued since 1903.**

7. How is the Hurricane Relief Fund calculated and for what document types is it charges (charged)?

Answer: **The Hurricane Relief Fund is charged on mortgages and any amendments to mortgages that increases the liability amount. The fee is calculated on 1/10 of 1% of the loan amount to the nearest penny**

41. Question: Page 8: (h-4) Job Number? Please explain what this is and how it is used.

Answer: **This is a data element of the Title companies who code to identify transactions.**

Questions: Page 11:

1. Marital Status – Track Record does not track but we have an Additional Party Search.

Answer: **Marital status reference is not intended to create a search module. Marital status reference relates to the status of grantors and grantees.**

2. What kind of Remote Access is required, Internet, dialup, or both?

Answer: **Internet only; dialup is not acceptable.**

42. Questions: Page 13:

1. (b-1) names will appear in CAPS and be character case sensitive. Could you explain further?

Answer: Lower case or CAPS are recognized.

2. (b-4) Difference between "h" and "ho", "w" and "wo".

Answer: "Husband" and "husband of"; "wife" and "wife of"

43. Question: Page 15: What is the screen trying to show and how would this be used?

Answer: There are documents recorded affecting multiple certificates. Currently, certificates have to be pulled individually to note the encumbrance. This is intended to be able to type all the certificates (and respective apartments) affected, enter and the information would be placed on the respective certificates.

44. Question: Page 17: The "RUSH" desk. Is rush an extra fee or just a request? Are rushed documents kept track of?

Answer: The "rush desk" handles any request for fast service: copy or other research/find help. There is no fee at present and activity is not tracked but such may be prosed.

45. Questions: Page 21:

1. Number 1: The information will be downloaded to title plants. Are they going to license the vendor application or does the export need to be customized for their systems? What kind of downloading will take place (i.e. BBS, Remote Access, FTP)?

Answer: The title plants presently receive magnetic tapes of BOC data which is customized as needed by title plants. Vendor is expected to propose cost effective download media and methods.

2. Number 4: What kind of remote access is required for this purpose?

Answer: See reply to #1 above.

3. Number 5: What does it mean by "Enhanced"?

Answer: Vendor is expected to propose a cost-effective method of searching

records based on search modules shown.

4. Is the last page an example of certificates?

Answer: **The last page of Appendix J is a sample Label.**

THE FOLLOWING QUESTION RELATES TO THE GENERAL CONDITIONS:

46. Question: If necessary, will the State be open to negotiate such terms and conditions that would be mutually acceptable to both parties?

Answer: **In general, the terms and conditions in the General Conditions are legal requirements of the State for all contracts. Each term or condition change proposed by the vendor is an exception which must be considered by the Attorney General.**

FOLLOWING ARE CONTINUED QUESTIONS RECEIVED FROM VENDORS:

47. Question: On the rolls of film, are the leader and trailer lengths less than two feet long?

Answer: **Longer.**

48. Question: If the trailer is less than two feet, are there trailer holders in the reels?

Answer: **We have no trailer holders in our reels.**

49. Question: What is the total roll count and estimated image count of the first 5 year period and the second 5 year period?

Answer: **We estimate there are approximately 2000 reels per 5 year period with 1,000,000 images.**

50. Question: What reduction ratios were used during each of the periods? If more than one, how many rolls were filmed at each ratio?

Answer: **Reduction ratio of 25x and 29x are used. As to the number of rolls per reduction, we have no idea.**

51. Question: What is the pull-down on film?

Answer: **Unable to respond. No understanding of what you are referring to.**

52. Question: What is the distance between frames and is it consistent throughout the collection?

Answer: **Not certain how this would be determined. If the distance between frames is determined by the camera used, we don't have any idea what that distance is, and we have changed cameras over the years.**

53. Question: Will the film to be used in the conversion be silver or diazo?

Answer: **Silver.**

54. Question: What generation will the conversion film be?

Answer: **Duplicate of the original reel.**

55. Question: Are there physical splices present in the film to be used? If so, what type (prestoseal, overlap, utrasonci, etc.)?

Answer: **Yes, prestoseal.**

56. Question: Has the film been scratched or damaged from use?

Answer: **Not aware of any damage.**

57. Question: What is the State's assessment of the quality of the images on the film?

Answer: **The State has no assessment standards to rate the quality of the films.**

58. Question: How consistent is the location of the documents on the clipboard?

Answer: **Above average consistency.**

59. Question: Where are re-takes spliced into the film? What happened to the original frame?

Answer: **Re-takes are spliced at the end of the reel and holes are punched in the original frames.**

60. Question: If a single page needed to be re-shot, was the entire document re-shot and spliced in or just the single page?

Answer: **In a re-shoot, the entire document is re-shot and spliced into the film.**

61. Question: Is index based on book and page or document number or both?

Answer: **Both.**

62. Question: Is there a unique number on each frame? Should it be included in the scanned image?

Answer: **Not aware of unique numbering on frames and unable to comment on whether it should be included or not. Please advise purpose for special number and impact if it is not used in your proposal.**

63. Question: Are the pages of documents labeled as 1 of 3, 2 of 3, 3 of 3?

Answer: **No.**

64. Question: Can we have access to the State's on-line index for the filmed documents to be converted?

Answer: **Our indexes are NOT on-line.**

65. Question: The paper scanning resolution requirements in Section 3.6.1.22 state a minimum of 200 dpi and 300x400 dpi depending on document content and font size. What scanning resolution will be required for the microfilmed documents?

Answer: **Would it not be appropriate to have comparable resolutions for both?**

66. Question: Are there any particular document cropping requirements or tolerances?

Answer: **No, However, deliverables should reflect consistently centered images.**

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2.1 REQUEST FOR PROPOSALS PREPARATION OVERVIEW

This section describes this RFP's procurement process. The process is authorized by and closely follows the process established in Subchapters 5 and 6 of Chapter 3-122, Hawaii Administrative Rules (H.A.R.) implementing Chapter 103D Hawaii Revised Statutes (HRS). All Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any Offeror shall constitute a representation and certification of such knowledge on the part of such Offeror.

The procurement process begins with the issuance of the RFP, the formal response to any written questions or inquiries regarding the RFP, and the submittal of intents to propose. Changes to the RFP will be made only by Addendum on a replacement page basis with modifications or alterations identified by change identifiers (e.g., numbers or letters) along with the revision date. **Offerors who plan to use a methodology other than the State's SDM/Structured, must submit a written request.**

The next major phase involves the preparation and submittal of the Proposal. Each Offeror may submit only one (1) proposal. Alternate proposals will not be accepted. The Proposal must be submitted in a sealed envelope. Each Proposal will be reviewed to determine whether it is in compliance with the RFP's requirements as to form and content. Those Offerors who fail to meet the Compliance Review (see Appendix E, PROPOSAL COMPLIANCE REVIEW) will be (1) mailed a Notice of Compliance Disqualification, by certified mail, return receipt requested on the date specified in Section 2.3, SIGNIFICANT DATES, and (2) disqualified from further consideration for this project.

The Procurement Officer reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and the scope of work. Any proposal offering any other set of terms and conditions, or terms or conditions contradictory to or inconsistent with those included in this RFP, may be disqualified without further notice.

An Offeror will be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- There is evidence of collusion among Offerors, in which case all proposals and Offerors involved in the collusive action will be rejected.
- The Offeror has shown a lack of responsibility and cooperation as demonstrated by past work.
- The proposal shows any noncompliance with applicable law.
- The proposal is conditional, incomplete, or irregular in such a way as to make it incomplete, indefinite, or ambiguous as to its meaning.
- The proposal has any provision reserving the right to accept or reject award, or to enter into an agreement pursuant to an award, or has provisions contrary to those required in the solicitation.

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- The proposal is delivered after the deadline specified in the timetable.

Those Proposals that satisfy the criteria in Section 2.14, PROPOSAL COMPLIANCE REVIEW, shall be classified as "acceptable" and substantively reviewed by the PRC. If there are more than five "acceptable" Offerors, then the PRC shall rank order all the Proposals by issuing preliminary scores for each Proposal. A priority list of all Offerors by PART shall be established. The three (3) Offerors who received the highest preliminary scores will be the Priority Listed Offerors. The Priority Listed Offerors by PART may be invited to discuss their proposals with the PRC. The PRC reserves the right to expand the discussion list if it is determined that expanding the list is in the best interest of the State. The PRC will notify the Priority Listed Offerors in writing if the list is to be expanded.

Following any discussions, the top three (3) Priority Listed Offerors by PART will be invited to submit their Best and Final Offer. The PRC reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors by PART prior to the submission of the Best and Final Offer, should that prove necessary.

After receipt and review of the Best and Final Offers, the PRC will make its recommendation by PART to the Procurement Officer. The Procurement Officer will award the contract to the Offeror whose proposal for each PART is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set in Section 2.15, SUBSTANTIVE EVALUATION.

The PRC and the Department reserve the right to determine what is in the best interests of the State for purposes of reviewing proposals submitted in response to this RFP. The PRC will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this procurement effort. The Department also reserves the right to cancel this solicitation or reject offers in whole or in part when it is in the best interest of the purchasing agency as provided in Subchapter 11 of Chapter 3-122, H.A.R.

The RFP and all addenda, and the Proposal will become a part of the contract.

2.2 PROPOSAL DUE DATE

The Proposals are due at the Procurement Officer's address no later than the date and time specified for Proposal Due in Section 2.3, SIGNIFICANT DATES.

Proposals must be delivered by that date and time to the Contact Person specified in Section 2.4, PROCUREMENT OFFICER AND CONTACT PERSON. The official time shall be that recorded on the Contact Person's time stamp clock. Proposals received earlier will be held unopened. Late Proposals will be rejected and returned unopened.

Proposals that do not comply with the requirements shall not be considered and shall be returned to the Offeror with a letter explaining the reasons for its return. These requirements apply regardless of whether a Proposal is mailed or hand-delivered.

2.3 SIGNIFICANT DATES

All time is shown as Hawaiian Standard Time, (HST)

Advertisement of RFP and Proposal Pick-up	April 5, 1999
Optional Site Visit	April 6 to May 18, 1999
<i>Deadline for Written Inquiries; 10:00 a.m.</i>	April 19, 1998
Deadline for Request to Utilize Another Methodology	April 19, 1998
Deadline for Letter of Intent; 10:00 a.m.	April 21, 1998
Response to Offerors' Written Inquiries	May 5, 1998
Deadline for a Additional Written Inquiries	May 7, 1999
Response to Offerors' Additional Written Inquiries	May 12, 1999
Proposal Due; 10:00 a.m.	May 21, 1999
Compliance Review for Proposals	May 21 to May 26, 1999
Notices of Compliance Qualification or Disqualification Mailed	May 28, 1999
Selection of Priority Listed Offerors	June 15, 1999
Discussions (if any) with Priority Listed Offerors	June 21 June 26, 1999
Best and Final Offer Due; 10:00 a.m.	July 6, 1999
Contractor Selection	July 20, 1999
Estimated Date of Contract Issuance	July 30, 1999
Estimated Start Date	August 2, 1999
Work Plan Presentation for PART 1	August 23, 1999
Work Plan Presentation for PART 2	August 24, 1999
Final Work Plan Submission for PART 1	August 30, 1999
Final Work Plan Submission for PART 2	August 31, 1999
Estimated Initial Contract Period for Part1 Tasks 1-6	July 30, 1999 to March 31, 2000
Estimated Completion Date all Phases	December 31, 2000
Estimated Completion: Post Implementation Support	December 31, 2004

2.4 PROCUREMENT OFFICER AND CONTACT PERSON

This RFP is issued by the Department of Accounting and General Services.

The Procurement Officer for this RFP will be responsible for overseeing the contract, including monitoring and assessing contractor performance.

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The Procurement Officer for the agreement is:

Barbara Tom, Data Processing Systems Manager
Information and Communication Services Division
Department of Accounting and General Services
1151 Punchbowl Street, Rm. B10
Honolulu, Hawaii 96813

Telephone (808) 586-1920 FAX (808) 586-1922

The Contact Person's name, mailing address, and phone numbers are:

Carl Watanabe, Deputy Registrar
Bureau of Conveyances
Department of Land and Natural Resources
1151 Punchbowl Street, Rm. 122
Honolulu, Hawaii 96813

Telephone (808) 587-0120 FAX (808) 587-0136

2.5 INTENTION TO PROPOSE

All Offerors are required to submit a Letter of Intent to the Procurement Officer by the date and time specified in Section 2.3, SIGNIFICANT DATES. See Appendix A, LETTER OF INTENT, for the suggested format. If a Letter of Intent is not received, a vendor will NOT be considered a prospective Offeror. Letters of Intent may be submitted via facsimile machine, mailed, or delivered in person. Updates to the RFP and responses to written inquiries will be in writing and will be mailed to all prospective Offerors who have submitted a Letter of Intent. Submitting a Letter of Intent does not bind the prospective Offeror to submit a Proposal nor does non-submittal of a Letter of Intent prevent any prospective Offeror from submitting a proposal. The Letter of Intent is a vehicle used by the State to identify prospective offerors for distribution of RFP information and for planning the work and schedules for proposal reviews by the PRC.

2.6 AUTHORIZATION TO UTILIZE ANOTHER METHODOLOGY

If Offeror plans to use a methodology other than SDM/Structured for Part 1 of the proposal in reply to this RFP, a written request must be sent to Procurement Officer by the deadline in Section 2.3 SIGNIFICANT DATES. If Offeror plans to propose Part2, Task 12, no request to use a methodology other than SDM/Structured need be submitted because Task 12 alone is not a development task.

Authorization will be granted if the proposed methodology can be shown to contain complete instructions and guidelines for developing information systems under a phased deliverable approach such as described by SDM/Structured or as compressed by common information engineering methods to Planning, Analysis, Design, Construction, and Audit phases. The proposed methodology must define tasks, activities and deliverables with clear guidelines and

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quality controls for each to assure that all relevant issues, problems, functions, data, processing, and control objectives are met by the deliverable system and its documentation.

The proposed methodology shall be fully described and a cross-reference of the tasks, activities, and deliverable document contents between the proposed methodology and SDM/Structured shall be provided. A sample work plan, deliverable document Table of Contents, and detail descriptions and guidelines for sample tasks and activities is to be submitted for Procurement Officer review.

The Procurement Officer will complete its review and reply in writing to the requester within ten (10) working days after the request is received.

If Offeror is awarded the contract and does NOT receive authorization to utilize another methodology, then Offeror must comply with the SDM/Structured Methodology.

2.7 WRITTEN INQUIRIES

Written inquiries concerning this RFP shall be submitted to the Procurement Officer at the Procurement Officer's address no later than the date and time specified in Section 2.3, SIGNIFICANT DATES. No Offerors' conference will be held.

Written inquiries must be received, not simply postmarked, by the Procurement Officer by the deadline specified. Written inquiries must state the page, paragraph, and line or sentence to which the question relates.

All written inquiries received by the Deadline for Written Inquiries specified in Section 2.3, SIGNIFICANT DATES, shall receive a written response that will be mailed to each Offeror who has submitted a Letter of Intent. No written responses will change the RFP or its requirements unless issued as an addendum to the RFP and become, thereby, part of the RFP.

2.8 AVAILABLE DOCUMENTATION

The following documents are on file with the Procurement Officer. Prospective Offerors wishing to examine any of these may do so by making arrangements with the Procurement Officer:

- SDM/Structured Reference Manuals
- Statewide Standards Manuals
- Computer and Telecommunications Strategic Plan

2.9 PROPOSAL CONTENT

This section prescribes the standard format for a Proposal submitted in response to this RFP. The standard format will make it easier for the PRC to review, compare, and evaluate Proposals, and to check to see whether the minimum requirements are met by each proposal. The format is not an attempt to limit the content of a proposal in any way. The Offeror may include any additional data or information that is deemed pertinent to this RFP. However, a

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2 PROPOSAL PREPARATION

proposal should be prepared simply and economically, providing a straightforward and concise delineation of the Offeror's ability to satisfy the requirements of this RFP.

2.9.1 Transmittal/Offeror's Letter

A Transmittal/Offeror's Letter shall be attached to the Proposal. The Transmittal/Offeror's Letter shall be in the form of a standard business letter on official business letterhead and shall be signed by an individual authorized to legally bind the Offeror.

2.9.2 Offeror's Letter – Same as Transmittal/Offeror's Letter

The Offeror's Letter, otherwise titled Transmittal/Offeror's Letter, shall include:

- a. A statement indicating that the Offeror, and its subcontractors, if any, are corporations or other legal entities. If they are other legal entities, the for of legal entity shall be disclosed, e.g., partnership, joint venture, etc.
- b. A statement that the Offeror and its subcontractors, if any, are or will be registered to do business in Hawaii and will obtain State General Excise Tax Licenses by the start of the work.
- c. A statement acknowledging that all addenda to this RFP have been received by the Offeror. If no addenda have been received, a statement to that effect shall be included.
- d. A statement that the Offeror's Proposal and the prices listed in the Proposal are firm and shall remain so throughout the Contract period.

2.9.3 Subcontractor's Statement

If subcontractors will be used, a statement from each subcontractor must be appended to the Transmittal Letter, signed by an individual authorized to legally bind the subcontractor and stating:

- a. The general scope of work to be performed by the subcontractor.
- b. The subcontractor's willingness to perform the work indicated.

2.9.4 Proposal

2.9.4.1 Introduction

When an Offeror submits a Proposal, it shall be considered a complete plan by PART for accomplishing the tasks described in this RFP and for accomplishing any supplemental tasks the Offeror has identified as required to successfully produce the deliverables. The Offeror's plan must demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this RFP, for each PART proposed including all contractual services for each PART proposed.

The person signing the proposal for the Offeror shall initial any and all corrections to the Proposal in ink. Any illegible or otherwise unrecognizable corrections or initials may cause rejection of the proposal.

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All Proposals will remain confidential until all parties execute a contract. Thereafter, the winning Proposal will be made public except for those sections, which the Offeror considers, and the State agrees, to be trade secrets or proprietary material. All unsuccessful Offeror's Proposals shall be a part of the contract file and available to public inspection.

The Proposal shall include the parts explained in Section 2.9, PROPOSAL CONTENT of this RFP and shall use the same section titles for identification purposes.

The Proposal shall be organized as follows:

- Section I: Proposal and Transmittal Letters
- Section II: Executive Summary
- Section III: Project Approach, Work Plan and Schedule
- Section IV: Organization and Staffing
- Section V: Offeror Background and Experience
- Section VI: Price
- Section VII: Certification
- Attachment A: Staff Resumes
- Attachment B: Staff References
- Attachment C: Offeror's Financials
- Attachment D: Offeror's References
- Attachment E: Subcontractor Resumes and References
- Attachment F: Technical Point Response Worksheet
- Attachment G Tax Clearance Packet
- Attachments H-Z as assigned by offeror

2.9.4.2 Required Proposal (Transmittal/Offeror's) Letter

A Proposal/Transmittal/Offeror's Letter must be:

- a. Signed by individual(s) authorized to legally bind the Offeror,
- b. Dated, and
- c. Affixed with the corporate seal, if any.

If the Offeror is a corporation, evidence in the form of a certified copy of a corporate resolution or certified copy of articles of incorporation or bylaws shall be submitted showing the individual's authority to bind the corporation. If the Offeror is a partnership or joint venture, each member of the partnership or joint venture must sign the proposal letter, or evidence, in the form of a partnership agreement or joint venture agreement must be submitted showing that the individuals signing the proposal letter have the authority to bind the partnership or the joint venture. The fully executed proposal letter must be submitted along with the technical proposal.

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The proposal letter must be on the Offeror's official business letterhead. The proposal letter shall include a statement that the Offeror understands and will comply with all terms and conditions in the RFP. Also, see Section 2.9.2 on page 11.

2.9.4.3 Executive Summary

The Executive Summary shall condense and highlight the contents of the Proposal in such a way as to provide a broad but clear and understandable summary of the entire proposal.

2.9.4.4 Project Approach, Work Plan and Schedule

Project Approach:

This section shall provide a description of the entire project with the objective of demonstrating the Offeror understands the tasks involved to produce each of the deliverables. This section shall contain a description of how the Offeror proposes to carry out these tasks and why this approach was selected. It is important that this section not only demonstrates the Offeror's understanding of the requirements of the RFP, but also demonstrates an understanding of the current operation, operational environment, and functionality of the critical application systems and the reasons for selecting the proposed approaches. Therefore, the following considerations shall be included for the purpose of evaluation:

- a. The Offeror's approach and strategy for designing and implementing a comprehensive BCIS.
- b. The identification of specific and significant considerations users will need to address when migrating to the new system.
- c. The approach and strategy for addressing data migration and the implementation of BCIS without disrupting BOC operations.
- d. A delineation of any anticipated problems and proposed solutions.

Work Plan and Schedule:

This section shall include a detailed work plan for the tasks required to produce each of the deliverables covered by this RFP. (See Section 3.11, WORK PLAN.) A Work Plan is crucial to allow the PRC to gauge the Offeror's understanding of the tasks at hand.

2.9.4.5 Project Organization and Staffing

This section shall include:

The project organization chart, showing the chain of authority and responsibility of the Offeror's project personnel. All personnel to be assigned to the project are to appear on the organization chart. Names and work locations of project personnel shall be included. The total number of personnel in the organization chart is to be shown.

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Descriptive information for personnel, indicating their titles, fax and phone numbers, major areas of responsibility and location during each phase of the contract, with proposed estimates of the staff-hours to be provided by each individual.

Included in Attachment A, **STAFF RESUMES**, of the Proposal shall be a resume of each individual who appears on the organization chart. Resumes shall highlight experiences on specific projects that may be relevant to this project. Resumes should contain information relating to each person's experience, education, and skills. This should include, but is not necessarily limited to, specific degrees, dates, names of employers, position titles, and educational institutions attend.

Included in Attachment B, **STAFF REFERENCES**, of the Proposal shall be references for each individual whose resume is included in Attachment A, **STAFF RESUMES**. There shall be at least three (3) references for each individual. Each reference shall include the contact person's name, address, and telephone numbers. References shall be former employers or persons who can provide information on the individual's experience and competence.

A description of all projects previously performed by the Lead Consultant that are relevant to this project and demonstrate the Offeror's qualifications and experience, including customer name, brief description of the project, time period of the project and the computer environment used. Client references, along with contact telephone numbers, shall also be provided. The Department reserves the right to contact any of the Offeror's previous clients, including client references, to assess the Offeror's quality of work performed.

If subcontractors are used, the information required in Section 2.9.4.5, **PROJECT ORGANIZATION AND STAFFING**, must also be provided for the subcontractors.

For information relating to date of employment for employees and subcontractors, see Section 3.13, **CONTRACTOR STAFFING**.

2.9.4.6 Offeror Background and Experience

This section shall include for the Offeror and each subcontractor (if any): the background of the offeror (and each subcontractor), its size and resources, details of corporate experience relevant to the project, and a list of other current or recent related projects. The proposal shall include the following:

- a. A description of projects previously performed by the Offeror that are relevant to this project and demonstrate the Offeror's qualifications and experience, including customer name, brief description of the project, time period of the project and the computer environment used.
- b. Included in Attachment C, **OFFEROR'S FINANCIALS**, of the Proposal shall be the financial statements for the Offeror, preferably audited, for the previous three years. If this data is unaudited, copies of filed tax returns must be provided. As with trade secrets or other proprietary data, an Offeror may request in writing that the financial information to be kept confidential.

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Otherwise, contents of all proposals shall be made public as provided in section 3-122-58 after all parties sign a contract.

- c. *Identification of litigation currently impacting the Offeror, if any.*
- d. Included in Attachment D, OFFEROR'S REFERENCES, of the Proposal shall be at least three (3) recent client references. These are to include the name of the client organization; name, title, and telephone number of the contact person; date, duration and brief description of work performed for the client. By listing the references, Offeror grants the State authorization to contact these client references.
- e. Included in Attachment G, OFFEROR'S TAX CLEARANCE, of the Proposal shall be an original or certified copy of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Must be submitted with the Proposal. The tax clearance shall be obtained on the two-part Tax Clearance Application (Form A-6) that combines DOTAX and IRS tax clearances. Please refer to the attached tax clearance packet for the forms, Appendix A, TAX CLEARANCE PACKET.

Tax clearance submitted with a sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the Proposal due date. A valid tax clearance received with an offer will remain valid for the contract award.

2.9.4.7 Price

Offerors shall propose and identify a price as required in this section. This price will be inclusive of all federal, state and local taxes. The Proposal shall also indicate hourly costs for each of the personnel assigned to the project.

Include in the Proposal all travel to and from the Continental U.S., and living expenses, if any, required for **completion of the project**. Travel and living expenses, if any, would be in lieu of, and not in addition to, hourly costs.

This section is divided into two parts. One part (Part 1) will address all requirements and tasks defined in this RFP excluding Task 12 Section 3.10.12 (Task 1, referenced in this section), Load Back Microfilm Images. The second part (Part 2) will address only Task 12 Section 3.10.12, Load Back Microfilm Images (Task 1, referenced in this section). Offerors are permitted to submit offers for either part or both parts. The format of this section shall contain the following:

A clearly marked title page indicating **PART 1**, in **BOLD** type centered on this page. All subsequent pages shall be marked as belonging to PART 1 by placing "PART 1" in the upper left corner of each page belonging to this PART 1. If the Offeror is not proposing a price for this part, it should be noted on the PART 1 title page with the following in **BOLD** type centered on that page, "Offeror declines proposing a price for PART 1".

A clearly marked title page indicating **PART 2**, in **BOLD** centered on this page. All subsequent pages shall be marked as belonging to PART 2 by placing "PART 2" in the upper left corner of each page belonging to this PART 2. If the Offeror is not proposing a price for

this part, it should be noted on the PART 2 title page with the following in **BOLD** type centered on that page, "Offeror declines proposing a price for PART 2".

The Offerors shall also breakdown the price of each task including a subcategory for the post implementation support. A further breakdown of the pricing structure may be requested during the Proposal Review.

The Tasks for this project are identified in Section 3.10, Implementation Plan and are summarized here. Please note that Section 3.10, requires Offerors to include additional tasks as the Offerors deem appropriate and the price for each is to be included here.

- a. **Establish BOC Network**
 - Install network wiring
 - Install the print and file server
 - Integrate BOC network with DLNR network
 - Individual workstations
- b. **BCIS Requirements Validation**
- c. **Install Database/Application server hardware and software**
 - Install Application software
 - Import LCATS and General Index databases (Convert or Migrate)
 - Verify database integration and application operation
- d. **Install hardware and software for current LCAT remote access users**
 - Integrate Imaging on BOC Network
 - Install imaging hardware and software
 - Verify network operation with imaging technology
- e. **Integrate Imaging into BCIS**
 - Enhance and verify BCIS operation to include Imaging
 - Confirm application function and data integrity
- f. **Extend Remote Access to BCIS Text**
 - Acquire data communication circuits to designated sites
 - Install and verify hardware and software
 - Text level support
- g. **Extend Remote Access to BCIS Images**
 - Acquire data communication circuits to designated sites
 - Install and verify hardware and software
 - Image level support
- h. **Enable Public Access to Text**
 - Install hardware and software
 - Establish and verify hot links to State Home page
 - Install and verify security infrastructure
 - Develop procedures to limit public access impact to BOC operation
- i. **Enable Public Access to Images**
 - Install hardware and software
 - Verify correct operation and network integrity
- j. **Data Remediation**
- k. **GIS Requirements Study**

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PROPOSAL PREPARATION

I. Load Back Microfilm Images

Loading the estimated 10 years of back Microfilm images must be proposed in two phases each dealing with 5 years.

2.9.4.8 Certification

Proposal shall include a certification that:

- a. The prices and cost data were arrived at independently, without consultation, communication, or agreement with any other Offeror or competitor.
- b. Unless otherwise required by law, the prices and cost data that were submitted have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
- c. No attempt was made or will be made by each Offeror to induce any other person or firm to submit or not to submit a price for the purpose of restricting competition.

2.10 PACKAGING OF PROPOSAL

Eight (8) sets of the Proposal are required, one to be clearly marked as ORIGINAL and the others as COPY ___ of 7 COPIES. The original is to be single sided, unbound and is to be signed by the person with the authority to commit the Offeror.

The envelope of the Proposals must:

- Be Clearly marked as follows:
"SEALED PROPOSAL TO REPLACE THE LAND COURT AND REGULAR
AUTOMATED TRACKING SYSTEM FOR THE DEPARTMENT OF LAND AND
NATURAL RESOURCES, BUREAU OF CONVEYANCES
SUBMITTED IN RESPONSE TO RFP-99-ICS-052"

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES,
ICSD
1151 PUNCHBOWL ST. B10
HONOLULU, HAWAII 96813

- Indicate the name, address, telephone number and FAX number of the Offeror, and,
- Be sealed.

2.11 BEST & FINAL OFFER

Following the discussions between the PRC and the Priority Listed Offerors, the Priority Listed Offerors may be asked to provide their Best & Final Offer.

If a Best & Final Offer is identical to the initial proposal, the Offeror need only send a notification stating this fact and the previous submittal will be used as the Best and Final Offer.

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The Best and Final Offer shall be in the form of a standard business letter on official business letterhead, shall indicate the Offeror's exact legal name, and shall be signed by an individual authorized to legally bind the Offeror.

The Best & Final Offer must be submitted by the date and time specified in Section 2.3, SIGNIFICANT DATES.

The Offeror is requested to use the exact legal name, as registered at the Department of Commerce and Consumer Affairs, in the appropriate space on the Proposal Forms. Failure to do so may delay execution of the contract.

The contents and format of the BEST & FINAL OFFER are identical to the PROPOSAL as specified in Section 2.9, PROPOSAL CONTENT. The Offerors shall highlight all items, which vary from the original offer.

2.12 PACKAGING OF BEST & FINAL OFFER

Eight (8) sets of the Best & Final Offer will be required, one clearly to be marked as ORIGINAL and the others as COPY ___ of 7 COPIES, the original to be signed by a person with the authority to commit the Offeror.

The envelope for the Best & Final Offer must:

- Be clearly marked:
"SEALED PROPOSAL TO REPLACE THE LAND COURT AND REGULAR
AUTOMATED TRACKING SYSTEM FOR THE DEPARTMENT OF LAND AND
NATURAL RESOURCES, BUREAU OF CONVEYANCES.
BEST & FINAL OFFER"
- Indicate the name, address, telephone number and FAX number of the Offeror; and,
- Be sealed.

2.13 EVALUATION COMMITTEE

Proposals submitted by the deadline specified in Section 2.3, SIGNIFICANT DATES in response to this RFP shall be evaluated by the PRC. Any member of the PRC who finds him or herself in a conflict of interest, as defined by the Rules of the Ethics Commission, shall be immediately replaced.

2.14 PROPOSAL COMPLIANCE REVIEW

The PRC shall perform an initial evaluation of each Proposal to determine whether it complies with and is responsive to the RFP instructions. At this stage, Proposals will be reviewed for timeliness of submission, completeness, and compliance with the requirements and qualifications specified in this RFP. The Executive Summary and the Offeror Background and Experience sections will be evaluated as part of the Compliance Review. The PRC will evaluate the price and its supporting documentation against realistic contemporary prices. The

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PRC will also be evaluating the price to confirm that the total of the individual proposal item prices matches the Total Proposal Price. In case of an error in addition, the sum arrived at after adding the individual proposal items prices will govern. Offerors must include all required items for each PART proposed in order to qualify. The checklist of items is included in Appendix E, PROPOSAL COMPLIANCE REVIEW.

At this stage, the evaluation of the Proposals shall be on a "pass/no pass" basis. Those Proposals that do not comply with the requirements of the RFP will be rejected from further consideration. A Notice of Compliance Disqualification shall be sent to those Offerors whose Proposals are disqualified under this section by the date shown in Section 2.3, SIGNIFICANT DATES.

2.15 SUBSTANTIVE EVALUATION

Those Proposals that meet the requirements of the RFP during the Compliance Review shall then be evaluated according to the criteria listed below. Overall, the Proposal must demonstrate the Offeror's understanding of the issues and the ability to meet and satisfactorily produce all contractual requirements listed in the RFP for each PART proposed, including all contractual services. The price must be realistic given the work plan, and must illustrate an aggressive, competitive approach to maximizing the State's limited resources.

Each member of the PRC will rank the Proposals by how advantageous they are to the State. The PRC members will then discuss the rankings and the rationale for the positioning at evaluation meetings. When the discussions have been completed, the members will rank the Proposals independently. The individual PRC member's Proposal rankings will be averaged to determine if the proposal is acceptable, potentially acceptable or unacceptable. The three (3) Proposals with the highest average ranking will be designated as the Priority Listed Offerors.

The PRC will use the criteria defined in ICSD A-158 and A-160 as described in Appendix E, PROPOSAL COMPLIANCE REVIEW, for the substantive evaluation of the Proposals and as a basis for their ranking. The general criteria are as follows:

- Offeror background, long term system support, and reasonableness of the prices
- Creativity in the overall approach and in each task of the project
- Approach, comprehensiveness of and logic in the workplan
- Ability of the Offeror to perform based upon demonstrated experience and performance on similar projects
- Organization, staffing, and qualifications of personnel assigned to the project

2.16 NON-DISCLOSURE OF PROPOSALS

The contents of any proposal shall not be disclosed during the review, evaluation, discussion or negotiation process. Once all parties have signed a contract, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary shall be excluded from access.

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2.17 DISCUSSIONS

Discussions may be held with the Priority Listed Offerors. These discussions are intended to answer any questions the PRC may have regarding an Offeror's proposal.

The content and extent of each discussion will be determined by the PRC's evaluation of the deficiencies in each proposal. The PRC will not indicate to an Offeror a price that it must meet in order to obtain further consideration nor will the PRC advise an Offeror of its price standing relative to another Offeror. However, the PRC may inform an Offeror that its price is considered too high or unrealistic.

The PRC will attempt to disclose all deficiencies noted in the proposal. These deficiencies may include: proposed personnel that the PRC considers unqualified; unrealistically low or high pricing; unrealistically low or high estimated efforts; and questionable technical or management approaches.

The PRC will not disclose technical, managerial, or pricing solutions to noted deficiencies. The intent of the discussion is not to initiate a pricing or service auction, but rather to give the Offeror the opportunity to make the PROPOSAL as advantageous to the State as possible.

The PRC shall establish procedures and schedules for conducting discussions and keep a record of the date, place, purpose, and those attending. Priority Listed Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals.

If during the discussions it appears that there is a need for any substantial clarification or change of the RFP, the clarification or change shall be amended by an addendum. Such addenda to the RFP shall be distributed only to the Priority Listed Offerors. The Priority Listed Offerors shall be permitted to submit new proposals or amend those submitted. After Best & Final Offers are received, final evaluations will be conducted. The PRC will make the final recommendation to the Procurement Officer for selection of the contractor for an award.

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SCOPE OF WORK

- 3.6.1.1 The imaging technology proposed must support both locally attached workstations and those that are remotely connected to the imaging server by telecommunications lines.
- 3.6.1.2 The proposed system must integrate the BOC's current microfilm capture procedure.
- 3.6.1.3 The proposed system must permit any BOC user, with proper hardware and software, to retrieve and view images from the proposed BCIS.
- 3.6.1.4 The Offeror's proposal must identify the hardware and software needed to adapt imaging to a variety of needs.
- 3.6.1.5 The system shall run on server hardware that can effectively and efficiently support workflow and imaging for the BOC.
- 3.6.1.6 Jukeboxes must allow for definable allocation of files so that individual platters reflect appropriate BOC retention schedules.
- 3.6.1.7 The system must meet any legal requirements for image storage and retrieval while providing the fastest access times possible.
- 3.6.1.8 The system shall support batch scanning.
- 3.6.1.9 The system shall provide effective methods for scanning and indexing long (maximum 8 1/2"x 14") documents and address the long term goal of incorporating map images.
- 3.6.1.10 The proposed system must be able to scan and recognize bar code information.
- 3.6.1.11 Offerors must include a two-sided scanner.
- 3.6.1.12 Users within the BOC shall be able to retrieve an 8 1/2" X 14" document stored on a jukebox in less than 15 seconds (disk mount time and image view time). Please include documentation for jukebox response time.
- 3.6.1.13 An image for viewers at a remote site shall be available for transmission in less than 15 seconds.

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3.9.3 Operational Impact.

Permit secure access without impact to the daily work performed by BOC staff.

3.9.4 Neighbor Island Access.

Provide the BOC with the capability to access its primary server remotely by BOC staff from neighbor islands.

3.10 IMPLEMENTATION PLAN

The Contractor's work is to be performed by distinct tasks. Work on each task shall commence when the Contractor is officially notified by the State. The Offeror's Proposal must include a realistic implementation plan that incorporates the requirements of this RFP that each task be proposed and completed individually. The Department is aware that prompt decision-making is required for the successful implementation of the project. The State has identified two parts of work and requests Offerors to develop an implementation plan that addresses all tasks in all of Part 1. The minimum expected to be completed in the initial contract period consists of Part 1, Phase 1 which consists of Tasks 1-6. Part 1, Phase 2 consists of Tasks 7-11. Task 12 is Part 2. The State has identified the following tasks:

3.10.1 Task 1: Implementing a basic BOC network

This task will require the implementation of a Local Area Network for the BOC. The network deployed for the BOC shall, when fully implemented, include imaging capabilities. The design must incorporate this capability.

3.10.2 Task 2: BCIS Requirements Verification

This task requires the verification of the proposed BCIS with the operational requirements of the BOC. This should include but not be limited to the following: performing a structured walk through of specific tasks identified by the BOC, performing a functional comparison of the BCIS with the existing LCATS and General Index systems, and performing a data flow analysis of BCIS that will confirm that all data paths are addressed.

3.10.3 Task 3: Replacement of the Regular and Land Court Systems

This task requires the Offeror to implement a system to replace the manual and automated processes of the Regular and Land Court Systems. This shall, when fully implemented, include imaging, remote access and public access requirements.

The Offeror shall document how the replacement system will satisfy the functional requirements of the BOC's current Regular and Land Court Systems. The current processing flow and the enhancements required are included in APPENDIX J, BOC INFORMATION FLOW.

The Offeror shall also document how the data stored on the LCATS will be integrated into the proposed system

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3.10.10 Task 10: Data Remediation

This task will require the remediation of the BCIS database. This shall include the review of each record for consistency with the BCIS structure and values.

3.10.11 Task 11: GIS Requirements Study

This task requires the formulation of a proposal based upon the needs of the BOC to store or access GIS or map data.

3.10.12 Task 12: Load Back Microfilm Images

The BOC currently maintains historical images on microfilm. These images must be loaded and incorporated into the image database. This requirement calls for the loading of these back microfilm images and the seamless access to both current and microfilmed images by authorized personnel. In particular, this access shall require the proposed system to access any image, both current and those that were originally microfilmed within the last ten years, within the same query screen.

3.11 WORK PLAN

Offeror will develop a Work Plan that supports and documents the approach that the Offeror will be proposing to satisfy the requirements of this RFP. Work Plan refers to the schedule of tasks for all tasks of the RFP project unless specifically designated as referring to a particular task.

This RFP allows Offerors to respond to PART 1, which includes Tasks 1-11, Sections 3.10.1 through 3.10.11, or PART 2 only, which includes only Task 12, Section 3.10.12 - Load Back Microfilm Images, or both PART 1 and PART 2. The Work Plan shall reflect the election of the Offeror.

The State has identified the following tasks by PART. Each Task shall include:

- A description of each task, the objectives of the task, personnel assigned to the task, the estimated hours per person assigned to each task, and the estimated start and end date of each task.
- Identification of task dependencies and project milestones.
- A clear and understandable graphic layout chart, such as a Gantt chart, showing the estimated start and end dates of each task.

The Work Plan must follow SDM/Structured guidelines unless the Offeror is authorized to use another methodology as specified in Section 2.6, AUTHORIZATION TO USE ANOTHER

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3.20.5 Task 5 Acceptance Test

Acceptance Testing of this Task shall be performed for a period not to exceed ninety (90) calendar days. During this period, the BCIS will be examined for a period of not less than fifteen (15) calendar days to determine the accuracy of processing images integration. The test shall consist of an audit of all documents processed during the test period.

3.20.6 Task 6 Acceptance Test

Acceptance Testing for this Task shall be on a continuing basis, lasting until all back images are processed. The test shall consist of image quality assurance by image and a random moment sampling of these documents for proper integration into the system.

3.20.7 Task 7 Acceptance Test

Acceptance Testing for this Task shall be performed on each item of proposed equipment upon written notification from the Contractor that the installation is completed. The Acceptance Test Period shall begin no later than 5 working days after the State receives Contractor's notification, and shall end when the equipment has satisfactorily passed the STATE's Acceptance Test as defined herein by operating in conformance with the manufacturer's published performance specifications and capabilities and program documentation. The STATE's Acceptance Test period shall be for a minimum of thirty (30) calendar days.

3.20.8 Task 8 Acceptance Test

Acceptance Testing for this Task shall be performed on each item of proposed equipment upon written notification from the Contractor that the installation is completed. The Acceptance Test Period shall begin no later than 5 working days after the State receives Contractor's notification, and shall end when the equipment has satisfactorily passed the STATE's Acceptance Test as defined herein by operating in conformance with the manufacturer's published performance specifications and capabilities and program documentation. The STATE's Acceptance Test period shall be for a minimum of thirty (30) calendar days.

3.20.9 Task 9 Acceptance Test

Acceptance Testing for this Task shall be performed on each item of proposed equipment upon written notification from the Contractor that the installation is completed. The Acceptance Test Period shall begin no later than 5 working days after the State receives Contractor's notification, and shall end when the equipment has satisfactorily passed the STATE's Acceptance Test as defined herein by operating in conformance with the manufacturer's published performance specifications and capabilities and program documentation. The STATE's Acceptance Test period shall be for a minimum of thirty (30) calendar days.

3.20.10 Task 10 Acceptance Test

Acceptance Testing for this Task shall be on a continuing basis, lasting until the entire BCIS database has been scanned. The test shall consist of the following initial criteria:

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SCOPE OF WORK

- a. The stable operation of the UNIX server's operating systems, system utilities, libraries and software/programs for a period of ninety (90) calendar days.
- b. The stable operation of all components of the BOC LAN for a period of ninety (90) calendar days.
- c. The stable operation of existing remote LCATS connections to the BCIS.
- d. The stable operation of the BCIS as an integrated and operational turn-key system.
- e. The full integration of current and historical document images with the BCIS index database.
- f. The completion of specific test scenarios developed by the BOC, which address known complex situations that require special attention.
- g. The image quality and a random moment sampling of these documents for proper integration into the system.

3.20.11 Task 11 Acceptance Test

Acceptance Testing for this Task shall consist of a presentation and submission of a written report by the Contractor. The BOC and ICSD will review and analyze the report. The TASK will be accepted if it is clear and easily understood by the BOC and ICSD.

3.20.12 Task 12 Acceptance Test

The Acceptance Testing for this Task shall consist of a random moment sampling by the State. All images deemed not acceptable must be reprocessed within 10 working days of written notice by the State unless the Contractor has made and the State accepted, at the option of the State, a different period.

3.20.13 Review of Task Acceptance Tests

The Project Manager and the Project Team will review the Contractor's evaluation of the Acceptance Test for the system to analyze the success of the test. Continuation of the implementation of the system is contingent upon this review and analysis.

Contractor will not be responsible for the failure of the test deemed by the Project Manager to be beyond the Contractor's control. If the Contractor is responsible for the failure, Contractor will be responsible to correct the system and provide another Acceptance Test for the system.

If the test results require any modifications to the test plan, the Contractor will provide the changes in writing to the Project Manager within 7 calendar days.

3.21 TRAINING

The Offeror shall propose training for State personnel in the areas identified below. The duration of training shall be commensurate with the topic. The STATE shall provide a site and facilities for all proposed training.

- h. Training for BOC Staff on the use of the BCIS

402178

APPENDIX G

ADDENDUM LOG

The following Addenda have been issued:

<u>Addendum-id</u>	<u>Addendum Title</u>	<u>Issue Date</u>
Addendum 1	Clarifications, Reply to Offeror's Written Inquiries	May 5, 1999

End-of-log-entries.

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RFP ICS-FY-99-052

Request for Proposals
For
SERVICES TO DEVELOP AND IMPLEMENT A
REPLACEMENT LAND COURT AND REGULAR
AUTOMATED TRACKING SYSTEM
FOR THE STATE OF HAWAII

SPECIFICATIONS
AND
APPENDICES

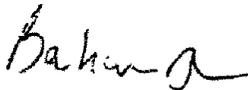
Questions relating to this proposal solicitation shall be directed to:
Barbara Tom, telephone (808) 586-1920,
in the
Information and Communication Services Division,
Department of Accounting and General Services,
1151 Punchbowl Street, Room B10,
Honolulu, Hawaii 96813.

NOTICE TO OFFERORS

Request for Proposals (ICS-FY-99-52) TO REPLACE THE LAND COURT SYSTEM AND REGULAR AUTOMATED TRACKING SYSTEM FOR THE DEPARTMENT OF LAND AND NATURAL RESOURCES, BUREAU OF CONVEYANCES are available from and will be received at the Department of Accounting and General Services, Information & Communication Service Division, 1151 Punchbowl St., Rm. B-10, Honolulu. Sealed Proposals for a new replacement system, the loading of the Bureau of Conveyances back microfilm files or both must be submitted no later than 10:00 am May 19, 1999.

Prospective Offerors are required to sign an agreement of non-disclosure for proprietary material which is necessary for the development of the proposal as documented in the Non-Disclosure Requirements section of the specifications.

For further information, please call (808) 586-1920 - 8:00 a.m. to 4:30 p.m., HST.



Barbara Tom, Planning and Project Management Officer
Information and Communication Services
Department of Accounting and General Services
State of Hawaii

(Honolulu Star Bulletin: April 5, 1999)

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1 INTRODUCTION

1.1 REQUEST FOR PROPOSALS OVERVIEW

This Request for Proposals (RFP) is organized into three sections with supporting appendices:

SECTION 1 INTRODUCTION -- Provides Offerors with general information on the organization and purpose of this RFP, background information on the State's computer system, the State's systems development methodology, and the review of proposals.

SECTION 2 PROPOSAL PREPARATION -- Provides Offerors with a description of the State's procurement procedure and immediate considerations that the Offeror needs to be aware of in order to prepare a response to this RFP. This section also includes descriptions of procurement and agency offices and contact persons, significant dates, prescribed contents and format to be used when submitting the proposal with packaging requirements, and how proposals will be evaluated for compliance.

SECTION 3 SCOPE OF SERVICES -- Provides a description of the project approach, objectives, scope of work, specifications, deliverables, acceptance, and other specifics relating to the terms and conditions under which the work will be performed.

1.2 BACKGROUND INFORMATION

The Department of Land and Natural Resources, Bureau of Conveyances (BOC) has long been the central location for any and all legal transactions concerning real property that are to become public record. This responsibility has led to many advances in the way that documents are received from the public, put on record and eventually returned or otherwise made available both to the person or entity filing the documents and the public at large. Technology has, however, been a sometimes difficult partner. Processes that were at one time simple and straightforward have become cumbersome and error-prone. Important factors that have contributed to the growing difficulty and potential confusion include a dramatic increase in land transactions, new laws that require or allow more and different types of documents to be filed, and finally the ever-aggressive technological advances made world-wide.

Possibly not since the Great Mahele of 1848 has the need for a highly organized and accessible collection of information been so great. With the growing need for an established system of data collection and storage has come an even greater public demand for the dissemination of that information. We are fully immersed in the "information age" and are now bound to use available advances in technology in ways that heretofore have not been possible or even thinkable.

Using the latest advancements in imaging technology to collect, record and make accessible documented information including indices and maps pertaining to the same, falls under the responsibility of the Bureau of Conveyances. The Bureau must also collect the conveyance tax and any other fee assessed by the State of Hawaii on real estate transactions. While stated simply, these operations are made complex by the extremely small margin for error. Using

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1 INTRODUCTION

computers and their associated electronic devices to lessen the chance for error allows greater flexibility in the time and personnel required to do the job efficiently.

1.3 PURPOSE OF THIS REQUEST FOR PROPOSALS

This RFP solicits Vendors to design, develop and implement a system to enhance the current Land Court and Regular automated tracking systems operated by the BOC. The Vendor, in accordance with the requirements of this RFP, will be responsible for all aspects of system development and implementation. At project completion, the Vendor shall turn over to BOC a "turn-key" or fully functioning and efficiently operating system. The enhanced applications, Bureau of Conveyances Integrated System (BCIS), must also integrate the specific requirements of the BOC that include:

- Retain all of the current functions and facilities provided by the Land Court and Regular systems.
- Retain the current ability to permit remote access by current LCATS subscribers.
- Retain the current look and feel of LCATS to minimize the operational impact of BCIS on the BOC.
- Integrate the BCIS into BOC operations without disruption to staff and customers, maintain zero data loss or reentry and minimize the complexity of data conversion to insure data migration accuracy.
- Permit access from any neighbor island.
- Enable the BOC to electronically store and retrieve images of documents recorded and provide for the option to extend retrieval of these images from any neighbor island at a later date.
- Convert microfilmed images of documents to a format and media compatible with the new BCIS.

The services and software, as well as the proposed hardware specifications, solicited will include the following, which are referred to as:

The Master Plan

- Evaluation of the existing BOC environment and the new system contemplated and make recommendations relating to the minimizing the operational impact on staff.
- Providing software and hardware for end users as needed; servers and communications equipment that will allow BOC and ICSD to effectively and efficiently replace the existing systems as an integrated solution for enhanced automation of the BOC. This shall include the implementation of all hardware and software necessary to provide for the requirements of the BOC.
- Developing a comprehensive and detailed work-plan including procedures for the State's Central Computing Site, BOC and all other involved personnel.
- Developing a detailed test plan for the BCIS with the State. Hereafter, this will be called the Acceptance Test for the BCIS. See Section 3.20, **402188**

1 INTRODUCTION

ACCEPTANCE PROCEDURE. The Contractor, in conjunction with the Project Manager, will evaluate the execution and performance of the Acceptance Test of the BCIS. The Acceptance Test will certify that the BCIS meets the needs of the BOC.

- Training selected staff as required by the State.
- Monitoring the implementation of this Master Plan.

1.4 STRUCTURE OF THIS REQUEST FOR PROPOSALS

This RFP requires Offerors to present proposals based on the specific tasks identified in this RFP. Each task has its own specific technical and ancillary requirements that are identified in Section 3 of this RFP. These tasks have been grouped in two Parts.

Pricing for each task will be evaluated and awarded by Part, see Section 2.9.4.7, Price, for further information. Award of each Part will be made to the Offeror providing the most advantageous proposal to the State. Offerors may submit proposals for both parts or only one part.

Upon execution of a contract, the Contractor shall complete each task in the Part is awarded upon official notice by the State. Prices for each task shall remain valid for a period of time agreed upon by the Contractor and the State.

Each Offeror must acknowledge its understanding of this paragraph by placing a "YES" on the appropriate line entry in the Technical Point Response for this RFP, see Appendix A form ICSD A-154.

1.5 METHODOLOGY FOR DEVELOPING THE PROJECT

The State's Executive Branch standard methodology for systems development is SDM/Structured. Development of all tasks encompassed by this RFP must follow the State's Executive Branch standard, SDM/Structured. However, the Offeror may utilize its own standard or proprietary methodology by obtaining authorization from ICSD in writing, see Section 2.6, AUTHORIZATION TO USE ANOTHER METHODOLOGY prior to the Proposal Due Date stated in Section 2.3, SIGNIFICANT DATES.

1.6 PROPOSAL REVIEW COMMITTEE

The ICSD has appointed a Proposal Review Committee (PRC) which will manage this procurement process, review and evaluate the proposals, and make recommendations to the Department's Procurement Officer regarding the selection of the Contractor. The PRC will be comprised of technical and administrative representatives of ICSD and BOC. The PRC will have the full authority, within established legal limits, to make decisions on behalf of the State during the RFP process.

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1 INTRODUCTION

1.7 WITHDRAWAL OF PROPOSALS

Any Offeror is allowed to withdraw its proposal, either personally or by written request, at any time before opening of the proposals, provided that such notification is received by the Contact Person (see Section 2.4, PROCUREMENT OFFICER AND CONTACT PERSON) before the date of the opening of proposals. Any of the Priority Listed Offerors may withdraw its proposal, either personally or in writing, at any time before opening of the Best & Final Offer. Negligence on the part of the Offeror in preparing its proposal confers no right of withdrawal or modification of the proposal after such proposal has been opened.

1.8 COST OF PROPOSAL PREPARATION

Costs for developing the Proposal are solely the responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii will not reimburse such costs.

1.9 DISPOSITION OF PROPOSALS

All proposals become the property of the State of Hawaii. The successful Proposal will be incorporated in the resulting contract by reference. The unsuccessful Proposals become a part of the contract file.

1.10 EXECUTION OF CONTRACT

The successful Offeror will be required to enter into a formal written contract with the State in accordance with the laws, rules and regulations of the State of Hawaii. A sample contract form is included as Appendix D, SAMPLE CONTRACT FORM.

The State does not encourage, and will not in any way be bound by, work performed without approval by the State. The successful Offeror shall be required to follow the approved schedule at all times. Any scheduled work performed by the contractor prior to approval by the Procurement Officer to proceed is done at the contractor's own risk. See Appendix A, FORMS AND LETTERS, for a sample of the form letter, Notice to Proceed.

The successful Offeror will also be required to execute a "Letter of Non-Disclosure" if they utilize the SDM/Structured manuals. See Appendix F, LETTER OF NON-DISCLOSURE for the sample non-disclosure letter.

By submitting a proposal, Offerors warrant and represent that they have read and are familiar with the contractual requirements set forth in this RFP and any appendices and addenda, the provisions of which are expressly incorporated into this RFP by reference as though fully set forth at length herein.

1.11 USE OF FACSIMILES

Copies of documents for this RFP that may be transmitted by Offerors via facsimile machines shall be limited to the notice of intention to offer and modifications or withdrawal of an offer pursuant to sections 3-122-108 H.A.R. and 3-122-28 H.A.R., respectively.

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1 INTRODUCTION

1.12 APPROVALS

Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

1.13 NON-DISCLOSURE

The State is contractually obligated to protect the proprietary nature of SDM/Structured. Offerors may schedule to view the SDM/Structured documentation. However, the State is not allowed to photocopy or distribute such documentation without an Offeror signing a letter of non-disclosure. See Appendix F, LETTER OF NON-DISCLOSURE. When a person who is legally authorized to bind the Offeror picks up the RFP specifications, the person who is picking them up may also sign a letter of non-disclosure. Doing so allows the State to distribute the proprietary information contained in the following three outline documents: SDM.001, STATE SYSTEMS DEVELOPMENT LIFE CYCLES; SDM.002, SDM/STRUCTURED TASK LISTS AND WORK-PLANNING CHECKLISTS; and SDM.003, SDM/STRUCTURED DOCUMENTATION & WORK-PLANNING CHECKLISTS. To arrange to view an original copy of SDM/Structured manuals, Offerors may call the Procurement Officer (see Section 2.4, PROCUREMENT OFFICER AND CONTACT PERSON).

Offerors who either have had a messenger pick up the specifications or who have downloaded the specifications from the State's web site at www.hawaii.gov, must execute a letter of non-disclosure in order to be issued the SDM/STRUCTURED documentation outlines. Offerors may use Appendix F, LETTER OF NON-DISCLOSURE, to create their letter of non-disclosure and fax or mail it to the Contact Person (see Section 2.4, PROCUREMENT OFFICER AND CONTACT PERSON). The SDM/Structured documentation outlines will be sent via fax or mailed depending upon how the request was made by the Offeror.

1.14 SITE VISITS

The State is agreeable to providing site visits upon request by prospective offerors. Such site visits shall be at the convenience of the State and shall be arranged with the contact person (see Section 2.4, PROCUREMENT OFFICER AND CONTACT PERSON).

1.15 EXISTING EQUIPMENT

The Bureau of Conveyances (BOC) has seventeen (17) Dell Optiplex GX1 PCs it uses in its LCATS operation. These PCs are not connected to a LAN (stand alone) but each has a #Com network card installed, is a 350 MHZ. 64 MB machine. The BOC also has two (2) stand alone Wang PC 250/16 units that are not intended to be connected to the envisioned LAN. Six (6) Iomega Zip drives are attached to various PCs for internal office operations such as backup of data.

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2 PROPOSAL PREPARATION

2.1 REQUEST FOR PROPOSALS PREPARATION OVERVIEW

This section describes this RFP's procurement process. The process is authorized by and closely follows the process established in Subchapters 5 and 6 of Chapter 3-122, Hawaii Administrative Rules (H.A.R.) implementing Chapter 103D Hawaii Revised Statutes (HRS). All Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any Offeror shall constitute a representation and certification of such knowledge on the part of such Offeror.

The procurement process begins with the issuance of the RFP, the formal response to any written questions or inquiries regarding the RFP, and the submittal of intents to propose. Changes to the RFP will be made only by Addendum on a replacement page basis with modifications or alterations identified by change identifiers (e.g., numbers or letters) along with the revision date. **Offerors who plan to use a methodology other than the State's SDM/Structured, must submit a written request.**

The next major phase involves the preparation and submittal of the Proposal. Each Offeror may submit only one (1) proposal. Alternate proposals will not be accepted. The Proposal must be submitted in a sealed envelope. Each Proposal will be reviewed to determine whether it is in compliance with the RFP's requirements as to form and content. Those Offerors who fail to meet the Compliance Review (see Appendix E, PROPOSAL COMPLIANCE REVIEW) will be (1) mailed a Notice of Compliance Disqualification, by certified mail, return receipt requested on the date specified in Section 2.3, SIGNIFICANT DATES, and (2) disqualified from further consideration for this project.

The Procurement Officer reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and the scope of work. Any proposal offering any other set of terms and conditions, or terms or conditions contradictory to or inconsistent with those included in this RFP, may be disqualified without further notice.

An Offeror will be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- There is evidence of collusion among Offerors, in which case all proposals and Offerors involved in the collusive action will be rejected.
- The Offeror has shown a lack of responsibility and cooperation as demonstrated by past work.
- The proposal shows any noncompliance with applicable law.
- The proposal is conditional, incomplete, or irregular in such a way as to make it incomplete, indefinite, or ambiguous as to its meaning.
- The proposal has any provision reserving the right to accept or reject award, or to enter into an agreement pursuant to an award, or has provisions contrary

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to those required in the solicitation.

- The proposal is delivered after the deadline specified in the timetable.

Those Proposals that satisfy the criteria in Section 2.14, PROPOSAL COMPLIANCE REVIEW, shall be classified as "acceptable" and substantively reviewed by the PRC. If there are more than five "acceptable" Offerors, then the PRC shall rank order all the Proposals by issuing preliminary scores for each Proposal. A priority list of all Offerors by PART shall be established. The three (3) Offerors who received the highest preliminary scores will be the Priority Listed Offerors. The Priority Listed Offerors by PART may be invited to discuss their proposals with the PRC. The PRC reserves the right to expand the discussion list if it is determined that expanding the list is in the best interest of the State. The PRC will notify the Priority Listed Offerors in writing if the list is to be expanded.

Following any discussions, the top three (3) Priority Listed Offerors by PART will be invited to submit their Best and Final Offer. The PRC reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors by PART prior to the submission of the Best and Final Offer, should that prove necessary.

After receipt and review of the Best and Final Offers, the PRC will make its recommendation by PART to the Procurement Officer. The Procurement Officer will award the contract to the Offeror whose proposal for each PART is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set in Section 2.15, SUBSTANTIVE EVALUATION.

The PRC and the Department reserve the right to determine what is in the best interests of the State for purposes of reviewing proposals submitted in response to this RFP. The PRC will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this procurement effort. The Department also reserves the right to cancel this solicitation or reject offers in whole or in part when it is in the best interest of the purchasing agency as provided in Subchapter 11 of Chapter 3-122, H.A.R.

The RFP and all addenda, and the Proposal will become a part of the contract.

2.2 PROPOSAL DUE DATE

The Proposals are due at the Procurement Officer's address no later than the date and time specified for Proposal Due in Section 2.3, SIGNIFICANT DATES.

Proposals must be delivered by that date and time to the Contact Person specified in Section 2.4, PROCUREMENT OFFICER AND CONTACT PERSON. The official time shall be that recorded on the Contact Person's time stamp clock. Proposals received earlier will be held unopened. Late Proposals will be rejected and returned unopened.

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Proposals that do not comply with the requirements shall not be considered and shall be returned to the Offeror with a letter explaining the reasons for its return. These requirements apply regardless of whether a Proposal is mailed or hand-delivered.

2.3 SIGNIFICANT DATES

All time is shown as Hawaiian Standard Time, (HST)

Advertisement of RFP and Proposal Pick-up	April 5, 1999
Optional Site Visit	April 6 to May 18, 1999
Deadline for Written Inquiries; 10:00 a.m.	April 19, 1998
Deadline for Request to Utilize Another Methodology	April 19, 1998
Deadline for Letter of Intent; 10:00 a.m.	April 21, 1998
Response to Offerors' Written Inquiries	May 3, 1998
Proposal Due; 10:00 a.m.	May 19, 1999
Compliance Review for Proposals	May 19 to May 25, 1999
Notices of Compliance Qualification or Disqualification Mailed	May 26, 1999
Selection of Priority Listed Offerors	June 15, 1999
Discussions (if any) with Priority Listed Offerors	June 21 June 26, 1999
Best and Final Offer Due; 10:00 a.m.	July 6, 1999
Contractor Selection	July 20, 1999
Estimated Date of Contract Issuance	July 30, 1999
Estimated Start Date	August 2, 1999
Work Plan Presentation for PART 1	August 23, 1999
Work Plan Presentation for PART 2	August 24, 1999
Final Work Plan Submission for PART 1	August 30, 1999
Final Work Plan Submission for PART 2	August 31, 1999
Estimated Initial Contract Period for Part1 Tasks 1-6	July 30, 1999 to March 31, 2000
Estimated Completion Date all Phases	December 31, 2000
Estimated Completion: Post Implementation Support	December 31, 2004

2.4 PROCUREMENT OFFICER AND CONTACT PERSON

This RFP is issued by the Department of Accounting and General Services.

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The Procurement Officer for this RFP will be responsible for overseeing the contract, including monitoring and assessing contractor performance.

The Procurement Officer for the agreement is:

Barbara Tom, Data Processing Systems Manager
Information and Communication Services Division
Department of Accounting and General Services
1151 Punchbowl Street, Rm. B10
Honolulu, Hawaii 96813

Telephone (808) 586-1920 FAX (808) 586-1922

The Contact Person's name, mailing address, and phone numbers are:

Carl Watanabe, Deputy Registrar
Bureau of Conveyances
Department of Land and Natural Resources
1151 Punchbowl Street, Rm. 122
Honolulu, Hawaii 96813

Telephone (808) 587-0120 FAX (808) 587-0136

2.5 INTENTION TO PROPOSE

All Offerors are required to submit a Letter of Intent to the Procurement Officer by the date and time specified in Section 2.3, SIGNIFICANT DATES. See Appendix A, LETTER OF INTENT, for the suggested format. If a Letter of Intent is not received, a vendor will NOT be considered a prospective Offeror. Letters of Intent may be submitted via facsimile machine, mailed, or delivered in person. Updates to the RFP and responses to written inquiries will be in writing and will be mailed to all prospective Offerors who have submitted a Letter of Intent. Submitting a Letter of Intent does not bind the prospective Offeror to submit a Proposal nor does non-submittal of a Letter of Intent prevent any prospective Offeror from submitting a proposal. The Letter of Intent is a vehicle used by the State to identify prospective offerors for distribution of RFP information and for planning the work and schedules for proposal reviews by the PRC.

2.6 AUTHORIZATION TO UTILIZE ANOTHER METHODOLOGY

If Offeror plans to use a methodology other than SDM/Structured, a written request must be sent to Procurement Officer by the deadline in Section 2.3, SIGNIFICANT DATES.

Authorization will be granted if the proposed methodology can be shown to contain complete instructions and guidelines for developing information systems under a phased deliverable approach such as described by SDM/Structured or as compressed by common information engineering methods to Planning, Analysis, Design, Construction, and Audit phases. The

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proposed methodology must define tasks, activities and deliverables with clear guidelines and quality controls for each to assure that all relevant issues, problems, functions, data, processing, and control objectives are met by the deliverable system and its documentation.

The proposed methodology shall be fully described and a cross-reference of the tasks, activities, and deliverable document contents between the proposed methodology and SDM/Structured shall be provided. A sample work plan, deliverable document Table of Contents, and detail descriptions and guidelines for sample tasks and activities is to be submitted for Procurement Officer review.

The Procurement Officer will complete its review and reply in writing to the requester within ten (10) working days after the request is received.

If Offeror is awarded the contract and does NOT receive authorization to utilize another methodology, then Offeror must comply with the SDM/Structured Methodology.

2.7 WRITTEN INQUIRIES

Written inquiries concerning this RFP shall be submitted to the Procurement Officer at the Procurement Officer's address no later than the date and time specified in Section 2.3, SIGNIFICANT DATES. No Offerors' conference will be held.

Written inquiries must be received, not simply postmarked, by the Procurement Officer by the deadline specified. Written inquiries must state the page, paragraph, and line or sentence to which the question relates.

All written inquiries received by the Deadline for Written Inquiries specified in Section 2.3, SIGNIFICANT DATES, shall receive a written response that will be mailed to each Offeror who has submitted a Letter of Intent. No written responses will change the RFP or its requirements unless issued as an addendum to the RFP and become, thereby, part of the RFP.

2.8 AVAILABLE DOCUMENTATION

The following documents are on file with the Procurement Officer. Prospective Offerors wishing to examine any of these may do so by making arrangements with the Procurement Officer:

- SDM/Structured Reference Manuals
- Statewide Standards Manuals
- Computer and Telecommunications Strategic Plan

2.9 PROPOSAL CONTENT

This section prescribes the standard format for a Proposal submitted in response to this RFP. The standard format will make it easier for the PRC to review, compare, and evaluate Proposals, and to check to see whether the minimum requirements are met by each proposal.

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The format is not an attempt to limit the content of a proposal in any way. The Offeror may include any additional data or information that is deemed pertinent to this RFP. However, a proposal should be prepared simply and economically, providing a straightforward and concise delineation of the Offeror's ability to satisfy the requirements of this RFP.

2.9.1 Transmittal Letter

A Transmittal Letter shall be attached to the Proposal. The Transmittal Letter shall be in the form of a standard business letter on official business letterhead and shall be signed by an individual authorized to legally bind the Offeror.

2.9.2 Offeror's Letter

The Transmittal Letter, otherwise titled Transmittal Letter, shall include:

- a. A statement indicating that the Offeror, and its subcontractors, if any, are corporations or other legal entities. If they are other legal entities, the form of legal entity shall be disclosed, e.g., partnership, joint venture, etc.
- b. A statement that the Offeror and its subcontractors, if any, are or will be registered to do business in Hawaii and will obtain State General Excise Tax Licenses by the start of the work.
- c. A statement acknowledging that all addenda to this RFP have been received by the Offeror. If no addenda have been received, a statement to that effect shall be included.
- d. A statement that the Offeror's Proposal and the prices listed in the Proposal are firm and shall remain so throughout the Contract period.

2.9.3 Subcontractor's Statement

If subcontractors will be used, a statement from each subcontractor must be appended to the Transmittal Letter, signed by an individual authorized to legally bind the subcontractor and stating:

- a. The general scope of work to be performed by the subcontractor.
- b. The subcontractor's willingness to perform the work indicated.

2.9.4 Proposal

2.9.4.1 Introduction

When an Offeror submits a Proposal, it shall be considered a complete plan by PART for accomplishing the tasks described in this RFP and for accomplishing any supplemental tasks the Offeror has identified as required to successfully produce the deliverables. The Offeror's plan must demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this RFP, for each PART proposed including all contractual services for each PART proposed.

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The person signing the proposal for the Offeror shall initial any and all corrections to the Proposal in ink. Any illegible or otherwise unrecognizable corrections or initials may cause rejection of the proposal.

All Proposals will remain confidential until all parties execute a contract. Thereafter, the winning Proposal will be made public except for those sections, which the Offeror considers, and the State agrees, to be trade secrets or proprietary material. All unsuccessful Offeror's Proposals shall be a part of the contract file and available to public inspection.

The Proposal shall include the parts explained in Section 2.9, PROPOSAL CONTENT of this RFP and shall use the same section titles for identification purposes.

The Proposal shall be organized as follows:

- Section I: Proposal and Transmittal Letters
- Section II: Executive Summary
- Section III: Project Approach, Work Plan and Schedule
- Section IV: Organization and Staffing
- Section V: Offeror Background and Experience
- Section VI: Price
- Section VII: Certification
- Attachment A: Staff Resumes
- Attachment B: Staff References
- Attachment C: Offeror's Financials
- Attachment D: Offeror's References
- Attachment E: Subcontractor Resumes and References
- Attachment F: Technical Point Response Worksheet
- Attachment G Tax Clearance Packet
- Attachments H-Z as assigned by offeror

2.9.4.2 Required Proposal Letter

A Proposal/Transmittal Letter must be:

- a. Signed by individual(s) authorized to legally bind the Offeror,
- b. Dated, and
- c. Affixed with the corporate seal, if any.

If the Offeror is a corporation, evidence in the form of a certified copy of a corporate resolution or certified copy of articles of incorporation or bylaws shall be submitted showing the individual's authority to bind the corporation. If the Offeror is a partnership or joint

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venture, each member of the partnership or joint venture must sign the proposal letter, or evidence, in the form of a partnership agreement or joint venture agreement must be submitted showing that the individuals signing the proposal letter have the authority to bind the partnership or the joint venture. The fully executed proposal letter must be submitted along with the technical proposal.

The proposal letter must be on the Offeror's official business letterhead. The proposal letter shall include a statement that the Offeror understands and will comply with all terms and conditions in the RFP. Also, see Section 2.9.2 on page 11.

2.9.4.3 Executive Summary

The Executive Summary shall condense and highlight the contents of the Proposal in such a way as to provide a broad but clear and understandable summary of the entire proposal.

2.9.4.4 Project Approach, Work Plan and Schedule

Project Approach:

This section shall provide a description of the entire project with the objective of demonstrating the Offeror understands the tasks involved to produce each of the deliverables. This section shall contain a description of how the Offeror proposes to carry out these tasks and why this approach was selected. It is important that this section not only demonstrates the Offeror's understanding of the requirements of the RFP, but also demonstrates an understanding of the current operation, operational environment, and functionality of the critical application systems and the reasons for selecting the proposed approaches. Therefore, the following considerations shall be included for the purpose of evaluation:

- a. The Offeror's approach and strategy for designing and implementing a comprehensive BCIS.
- b. The identification of specific and significant considerations users will need to address when migrating to the new system.
- c. The approach and strategy for addressing data migration and the implementation of BCIS without disrupting BOC operations.
- d. A delineation of any anticipated problems and proposed solutions.

Work Plan and Schedule:

This section shall include a detailed work plan for the tasks required to produce each of the deliverables covered by this RFP. (See Section 3.11, WORK PLAN.) A Work Plan is crucial to allow the PRC to gauge the Offeror's understanding of the tasks at hand.

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2.9.4.5 Project Organization and Staffing

This section shall include:

The project organization chart, showing the chain of authority and responsibility of the Offeror's project personnel. All personnel to be assigned to the project are to appear on the organization chart. Names and work locations of project personnel shall be included. The total number of personnel in the organization chart is to be shown.

Descriptive information for personnel, indicating their titles, fax and phone numbers, major areas of responsibility and location during each phase of the contract, with proposed estimates of the staff-hours to be provided by each individual.

Included in Attachment A, STAFF RESUMES, of the Proposal shall be a resume of each individual who appears on the organization chart. Resumes shall highlight experiences on specific projects that may be relevant to this project. Resumes should contain information relating to each person's experience, education, and skills. This should include, but is not necessarily limited to, specific degrees, dates, names of employers, position titles, and educational institutions attend.

Included in Attachment B, STAFF REFERENCES, of the Proposal shall be references for each individual whose resume is included in Attachment A, STAFF RESUMES. There shall be at least three (3) references for each individual. Each reference shall include the contact person's name, address, and telephone numbers. References shall be former employers or persons who can provide information on the individual's experience and competence.

A description of all projects previously performed by the Lead Consultant that are relevant to this project and demonstrate the Offeror's qualifications and experience, including customer name, brief description of the project, time period of the project and the computer environment used. Client references, along with contact telephone numbers, shall also be provided. The Department reserves the right to contact any of the Offeror's previous clients, including client references, to assess the Offeror's quality of work performed.

If subcontractors are used, the information required in Section 2.9.4.5, PROJECT ORGANIZATION AND STAFFING, must also be provided for the subcontractors.

For information relating to date of employment for employees and subcontractors, see Section 3.13, CONTRACTOR STAFFING.

2.9.4.6 Offeror Background and Experience

This section shall include for the Offeror and each subcontractor (if any): the background of the offeror (and each subcontractor), its size and resources, details of corporate experience

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relevant to the project, and a list of other current or recent related projects. The proposal shall include the following:

- a. A description of projects previously performed by the Offeror that are relevant to this project and demonstrate the Offeror's qualifications and experience, including customer name, brief description of the project, time period of the project and the computer environment used.
- b. Included in Attachment C, OFFEROR'S FINANCIALS, of the Proposal shall be the financial statements for the Offeror, preferably audited, for the previous three years. If this data is unaudited, copies of filed tax returns must be provided. As with trade secrets or other proprietary data, an Offeror may request in writing that the financial information to be kept confidential. Otherwise, contents of all proposals shall be made public as provided in section 3-122-58 after all parties sign a contract.
- c. Identification of litigation currently impacting the Offeror, if any.
- d. Included in Attachment D, OFFEROR'S REFERENCES, of the Proposal shall be at least three (3) recent client references. These are to include the name of the client organization; name, title, and telephone number of the contact person; date, duration and brief description of work performed for the client. By listing the references, Offeror grants the State authorization to contact these client references.
- e. Included in Attachment G, OFFEROR'S TAX CLEARANCE, of the Proposal shall be an original or certified copy of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Must be submitted with the Proposal. The tax clearance shall be obtained on the two-part Tax Clearance Application (Form A-6) that combines DOTAX and IRS tax clearances. Please refer to the attached tax clearance packet for the forms, Appendix A, TAX CLEARANCE PACKET.

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(See 514-1111) to
Public

Tax clearance submitted with a sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the Proposal due date. A valid tax clearance received with an offer will remain valid for the contract award.

2.9.4.7 Price

Offerors shall propose and identify a price as required in this section. This price will be inclusive of all federal, state and local taxes. All proposals will be submitted on the forms included in this RFP. The Proposal shall also indicate hourly costs for each of the personnel assigned to the project.

Include in the Proposal all travel to and from the Continental U.S., and living expenses, if any, required for completion of the project. Travel and living expenses, if any, would be in lieu of, and not in addition to, hourly costs.

This section is divided into two parts. One part (Part 1) will address all requirements and tasks defined in this RFP excluding Task 12 Section 3.10.12 (Task 1, referenced in this

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section), Load Back Microfilm Images. The second part (Part 2) will address only Task 12 Section 3.10.12, Load Back Microfilm Images (Task 1, referenced in this section). Offerors are permitted to submit offers for either part or both parts. The format of this section shall contain the following:

A clearly marked title page indicating **PART 1**, in **BOLD** type centered on this page. All subsequent pages shall be marked as belonging to **PART 1** by placing "PART 1" in the upper left corner of each page belonging to this **PART 1**. If the Offeror is not proposing a price for this part, it should be noted on the **PART 1** title page with the following in **BOLD** type centered on that page, "Offeror declines proposing a price for **PART 1**".

A clearly marked title page indicating **PART 2**, in **BOLD** centered on this page. All subsequent pages shall be marked as belonging to **PART 2** by placing "PART 2" in the upper left corner of each page belonging to this **PART 2**. If the Offeror is not proposing a price for this part, it should be noted on the **PART 2** title page with the following in **BOLD** type centered on that page, "Offeror declines proposing a price for **PART 2**".

The Offerors shall also breakdown the price of each task including a subcategory for the post implementation support. A further breakdown of the pricing structure may be requested during the Proposal Review.

The Tasks for this project are identified in Section 3.10, Implementation Plan and are summarized here. Please note that Section 3.10, requires Offerors to include additional tasks as the Offerors deem appropriate and the price for each is to be included here.

- a. Establish BOC Network
 - Install network wiring
 - Install the print and file server
 - Integrate BOC network with DLNR network
 - Individual workstations
- b. BCIS Requirements Validation
- c. Install Database/Application server hardware and software
 - Install Application software
 - Import LCATS and General Index databases (Convert or Migrate)
 - Verify database integration and application operation
- d. Install hardware and software for current LCAT remote access users
 - Integrate Imaging on BOC Network
 - Install imaging hardware and software
 - Verify network operation with imaging technology
- e. Integrate Imaging into BCIS
 - Enhance and verify BCIS operation to include Imaging
 - Confirm application function and data integrity
- f. Extend Remote Access to BCIS Text
 - Acquire data communication circuits to designated sites
 - Install and verify hardware and software

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- g. Extend Remote Access to BCIS Images
 - Acquire data communication circuits to designated sites
 - install and verify hardware and software
 - Image level support
- h. Enable Public Access to Text
 - Install hardware and software
 - Establish and verify hot links to State Home page
 - Install and verify security infrastructure
 - Develop procedures to limit public access impact to BOC operation
- i. Enable Public Access to Images
 - Install hardware and software
 - Verify correct operation and network integrity
- j. Data Remediation
- k. GIS Requirements Study
- l. Load Back Microfilm Images
 - Loading the estimated 10 years of back Microfilm images must be proposed in two phases each dealing with 5 years.

2.9.4.8 Certification

Proposal shall include a certification that:

- a. The prices and cost data were arrived at independently, without consultation, communication, or agreement with any other Offeror or competitor.
- b. Unless otherwise required by law, the prices and cost data that were submitted have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
- c. No attempt was made or will be made by each Offeror to induce any other person or firm to submit or not to submit a price for the purpose of restricting competition.

2.10 PACKAGING OF PROPOSAL

Eight (8) sets of the Proposal are required, one to be clearly marked as ORIGINAL and the others as COPY ___ of 7 COPIES. The original is to be single sided, unbound and is to be signed by the person with the authority to commit the Offeror.

The envelope of the Proposals must:

- Be Clearly marked as follows:

SEALED PROPOSAL TO REPLACE THE LAND COURT AND
REGULAR AUTOMATED TRACKING SYSTEM FOR THE
DEPARTMENT OF LAND AND NATURAL RESOURCES,
BUREAU OF CONVEYANCES
SUBMITTED IN RESPONSE TO RFP-99-ICS-052

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STATE OF HAWAII
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES,
ICSD
1151 PUNCHBOWL ST. B10
HONOLULU, HAWAII 96813

- Indicate the name, address, telephone number and FAX number of the Offeror, and,
- Be sealed.

2.11 BEST & FINAL OFFER

Following the discussions between the PRC and the Priority Listed Offerors, the Priority Listed Offerors may be asked to provide their Best & Final Offer.

If a Best & Final Offer is identical to the initial proposal, the Offeror need only send a notification stating this fact and the previous submittal will be used as the Best and Final Offer.

The Best and Final Offer shall be in the form of a standard business letter on official business letterhead, shall indicate the Offeror's exact legal name, and shall be signed by an individual authorized to legally bind the Offeror.

The Best & Final Offer must be submitted by the date and time specified in Section 2.3, SIGNIFICANT DATES.

The Offeror is requested to use the exact legal name, as registered at the Department of Commerce and Consumer Affairs, in the appropriate space on the Proposal Forms. Failure to do so may delay execution of the contract.

The contents and format of the BEST & FINAL OFFER are identical to the PROPOSAL as specified in Section 2.9, PROPOSAL CONTENT. The Offerors shall highlight all items, which vary from the original offer.

2.12 PACKAGING OF BEST & FINAL OFFER

Eight (8) sets of the Best & Final Offer will be required, one clearly to be marked as ORIGINAL and the others as COPY ___ of 7 COPIES, the original to be signed by a person with the authority to commit the Offeror.

The envelope for the Best & Final Offer must:

- Be clearly marked:

"SEALED PROPOSAL TO REPLACE THE LAND COURT AND
REGULAR AUTOMATED TRACKING SYSTEM FOR THE
DEPARTMENT OF LAND AND NATURAL RESOURCES,
BUREAU OF CONVEYANCES.
BEST & FINAL OFFER"

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- Indicate the name, address, telephone number and FAX number of the

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Offeror, and,

- Be sealed.

2.13 EVALUATION COMMITTEE

Proposals submitted by the deadline specified in Section 2.3, SIGNIFICANT DATES in response to this RFP shall be evaluated by the PRC. Any member of the PRC who finds him or herself in a conflict of interest, as defined by the Rules of the Ethics Commission, shall be immediately replaced.

2.14 PROPOSAL COMPLIANCE REVIEW

The PRC shall perform an initial evaluation of each Proposal to determine whether it complies with and is responsive to the RFP instructions. At this stage, Proposals will be reviewed for timeliness of submission, completeness, and compliance with the requirements and qualifications specified in this RFP. The Executive Summary and the Offeror Background and Experience sections will be evaluated as part of the Compliance Review. The PRC will evaluate the price and its supporting documentation against realistic contemporary prices. The PRC will also be evaluating the price to confirm that the total of the individual proposal item prices matches the Total Proposal Price. In case of an error in addition, the sum arrived at after adding the individual proposal items prices will govern. Offerors must include all required items for each PART proposed in order to qualify. The checklist of items is included in Appendix E, PROPOSAL COMPLIANCE REVIEW.

At this stage, the evaluation of the Proposals shall be on a "pass/no pass" basis. Those Proposals that do not comply with the requirements of the RFP will be rejected from further consideration. A Notice of Compliance Disqualification shall be sent to those Offerors whose Proposals are disqualified under this section by the date shown in Section 2.3, SIGNIFICANT DATES.

2.15 SUBSTANTIVE EVALUATION

Those Proposals that meet the requirements of the RFP during the Compliance Review shall then be evaluated according to the criteria listed below. Overall, the Proposal must demonstrate the Offeror's understanding of the issues and the ability to meet and satisfactorily produce all contractual requirements listed in the RFP for each PART proposed, including all contractual services. The price must be realistic given the work plan, and must illustrate an aggressive, competitive approach to maximizing the State's limited resources.

Each member of the PRC will rank the Proposals by how advantageous they are to the State. The PRC members will then discuss the rankings and the rationale for the positioning at evaluation meetings. When the discussions have been completed, the members will rank the Proposals independently. The individual PRC member's Proposal rankings will be averaged to determine if the proposal is acceptable, potentially acceptable or unacceptable. The three (3) Proposals with the highest average ranking will be designated as the Priority Listed Offerors.

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The PRC will use the criteria defined in ICSD A-158 and A-160 as described in Appendix E, PROPOSAL COMPLIANCE REVIEW, for the substantive evaluation of the Proposals and as a basis for their ranking. The general criteria are as follows:

- Offeror background, long term system support, and reasonableness of the prices
- Creativity in the overall approach and in each task of the project
- Approach, comprehensiveness of and logic in the workplan
- Ability of the Offeror to perform based upon demonstrated experience and performance on similar projects
- Organization, staffing, and qualifications of personnel assigned to the project

2.16 NON-DISCLOSURE OF PROPOSALS

The contents of any proposal shall not be disclosed during the review, evaluation, discussion or negotiation process. Once all parties have signed a contract, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary shall be excluded from access.

2.17 DISCUSSIONS

Discussions may be held with the Priority Listed Offerors. These discussions are intended to answer any questions the PRC may have regarding an Offeror's proposal.

The content and extent of each discussion will be determined by the PRC's evaluation of the deficiencies in each proposal. The PRC will not indicate to an Offeror a price that it must meet in order to obtain further consideration nor will the PRC advise an Offeror of its price standing relative to another Offeror. However, the PRC may inform an Offeror that its price is considered too high or unrealistic.

The PRC will attempt to disclose all deficiencies noted in the proposal. These deficiencies may include: proposed personnel that the PRC considers unqualified; unrealistically low or high pricing; unrealistically low or high estimated efforts; and questionable technical or management approaches.

The PRC will not disclose technical, managerial, or pricing solutions to noted deficiencies. The intent of the discussion is not to initiate a pricing or service auction, but rather to give the Offeror the opportunity to make the PROPOSAL as advantageous to the State as possible.

The PRC shall establish procedures and schedules for conducting discussions and keep a record of the date, place, purpose, and those attending. Priority Listed Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals.

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If during the discussions it appears that there is a need for any substantial clarification or change of the RFP, the clarification or change shall be amended by an addendum. Such

2 PROPOSAL PREPARATION

addenda to the RFP shall be distributed only to the Priority Listed Offerors. The Priority Listed Offerors shall be permitted to submit new proposals or amend those submitted. After Best & Final Offers are received, final evaluations will be conducted. The PRC will make the final recommendation to the Procurement Officer for selection of the contractor for an award.

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3.1 GENERAL STATEMENT

The BCIS is to be implemented in accordance with the specifications, general proposal requirements and conditions, and appendices included herein.

3.2 PRIMARY OBJECTIVE

The primary objective is to design, develop and implement enhancements to the LCATS and integrate the General Index system into BOC operations. Specific requirements of the BOC include:

- Retain all of the current functions and facilities provided by the Land Court and Regular systems. This includes remote access by current customers.
- Retain the current ability to permit LCATS access to subscribers.
- Retain the current look and feel of LCATS to minimize the operational impact of BCIS on the BOC.
- Integrate the BCIS into BOC operation without disruption to staff and customers, maintain zero data loss or reentry and minimize the complexity of data conversion to insure data migration accuracy.
- Permit access from any neighbor island.
- Enable the BOC to electronically store and retrieve images of documents recorded and provide for the option to extend retrieval of these images from any neighbor island at a later date.
- Convert microfilmed images of documents to a format and media compatible with the new BCIS.

The Offeror shall also develop a work plan (Plan) that will implement the requirements of this RFP in such a way that the BOC and ICSD have a clear understanding of the technical and processing requirements of the enhanced system, and how the proposal will satisfy the functional requirements of the BOC.

3.3 CHARACTERISTICS OF THE NEW LCAT AND REGULAR SYSTEM

The BCIS developed in accordance with this RFP shall have the following characteristics:

- a. **Efficient.** The BCIS should be designed to fit the work flow and volume of the BOC, with reasonable room for expansion.
- b. **Economically feasible.** The BCIS should be implemented within the State's financial, operating, economic, and technological constraints.
- c. **Functional.** The BCIS should be designed with techniques and technology proven to work at similar installations to the BOC.
- d. **Manageable and user friendly.** The BCIS allows all BOC personnel, with reasonable training, to easily and fully utilize the system.
- e. **Accessible, yet secure.** The BCIS addresses physical and system access

3 SCOPE OF WORK

security concerns at all sites and centers. It is equipped with built-in security to protect the integrity of programs and systems that require limitations on access. It allows reasonable access to those who need it.

- f. Safe. The BCIS must provide for reliable access to information stored on its hardware and the maximum amount of time the data is available to the BOC.
- g. Accurate. The BCIS must insure that data stored is accurate and incorporates all data elements present in the LCATS and General Index systems.

3.4 THE CURRENT ENVIRONMENT

The BOC currently utilizes two systems. The **Regular System**, a partially automated system with only the index automated. The **Land Court System** or LCATS, is fully automated. Both processes are similar and include many of the same document processing requirements. The **Land Court System** requires additional document verification steps not required in the **Regular system**.

A description of the existing applications can be found in APPENDIX J, LAND COURT AND REGULAR SYSTEM PROCESSES AND ENHANCEMENTS. The appendix also contains existing system modifications required by the BOC.

3.5 ENHANCEMENTS

The BOC needs a system of receiving, sorting, storing, and disseminating information.

Information is usually received in "hard copy" format, that is, it is printed on paper. This creates a number of physical problems and inefficiencies. It would be to the advantage of the Bureau of Conveyances to have the media of transferring information be electronic.

In order to achieve that goal, there appear to be several steps to take.

3.5.1 Consistent.

Depending on the system hardware and software, there will probably need to be a standard form, or at the very least, standard information given in a predetermined format.

3.5.2 LAN.

There needs to be an interconnection, probably in the form of a Local Area Network (LAN) that links the office staff to one another and to a central database, or server.

3.5.3 Operating System Standard.

There needs to be one operating system, determined by the LAN and server configuration.

3.5.4 Standard Hardware.

There needs to be standardization of hardware, personal computers or workstations, throughout the office.

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3.5.5 Training.

There will be a need for training on the BCIS.

3.5.6 Redundancy.

There will need to be redundancy in the entire system, similar to that currently in banking institutions.

3.5.7 Access to Information.

Very importantly, there needs to be a way to get received and stored information out of the office and into the hands of the general public and industry.

3.5.8 Fees.

This information we have is valuable. There must be a way to obtain compensation for providing that information.

3.5.9 Standardization.

There must also be a way to compensate compliance and cooperation within the industry and with the general public.

3.5.10 Safeguards.

There need to be safeguards, firewalls, when Internet access is integrated within the system to protect against the potential loss or damage of irreplaceable information.

3.5.11 Data Analysis.

The BOC needs the capability to analyze data stored in the BCIS database to gather information from this data. This will enable the BOC to plan appropriate services based on recording trends and recover more of its operational costs from revenue resulting from the sale of this information.

3.5.12 Data Migration.

The BCIS must preserve the current process of incorporating data from external sources.

3.5.13 Backward Compatibility.

The proposed system must accommodate old and new technology, and permit either since not all users who will be accessing the system will be on the same technological playing field.

3.5.14 Working System.

The Contractor must warrant the system and insure that it will work as proposed.

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3.5.15 Disaster Recovery.

There needs to be a back-up plan for times when the system does not work, as in the case of a major equipment failure.

3.5.16 Access Security.

There needs to be security for individuals providing information. The State requires that data encryption be an available option.

3.5.17 Minimize Disruptions.

Care must be given during the implementation process to keep disruptions of the BOC operations to a minimum.

3.6 IMAGING REQUIREMENTS

3.6.1 General Imaging Requirements

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- 3.6.1.1 The imaging technology proposed must support both locally attached workstations and those that are remotely connected to the imaging server by telecommunications lines.
- 3.6.1.2 The proposed system must integrate the BOC's current microfilm capture procedure.
- 3.6.1.3 The proposed system must permit any BOC user, with proper hardware and software, to retrieve and view images from the proposed BCIS.
- 3.6.1.4 The Offeror's proposal must identify the hardware and software needed to adapt imaging to a variety of needs.
- 3.6.1.5 The system shall run on server hardware that can effectively and efficiently support workflow and imaging for the BOC.
- 3.6.1.6 Jukeboxes must allow for definable allocation of files so that individual platters reflect appropriate BOC retention schedules.
- 3.6.1.7 The system must meet any legal requirements for image storage and retrieval while providing the fastest access times possible.
- 3.6.1.8 The system shall support batch scanning. → of paper or microfilm or both?
- 3.6.1.9 The system shall provide effective methods for scanning and indexing long (maximum 8 1/2" x 14") documents and address the long term goal of incorporating map images.
- 3.6.1.10 The proposed system must be able to scan and recognize bar code information.
- 3.6.1.11 Offerors must include a two-sided scanner since the BOC receives approximately 200 doubled-sided documents a day.
- 3.6.1.12 Users within the BOC shall be able to retrieve an 8 1/2" X 14" document stored on a jukebox in less than 15 seconds (disk mount time and image view time). Please include documentation for jukebox response time.
- 3.6.1.13 An image for viewers at a remote site shall be available for transmission in less than 15 seconds.

all jukeboxes
require?

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- 3.6.1.14 Users shall be able to retrieve a page from an active file on magnetic media in less than 2 seconds.
- 3.6.1.15 From magnetic media, users shall be able to turn from one page in a document to another in less than 1 second.
- 3.6.1.16 The system shall provide zoom capabilities.
- 3.6.1.17 The retrieval screen shall display both the index and the imaged document, simultaneously side by side.
- 3.6.1.18 The system shall allow staff to index documents while looking at the documents online.
- 3.6.1.19 The system should allow for the long term goal of scanning and printing oversized maps.
- 3.6.1.20 The system must allow for 64 electronic comments with 256k minimum per note for each image, visually associated with the document or map.
- 3.6.1.21 It is desirable that these be the electronic form of Postit type notes.
- 3.6.1.22 Image file formats must support the Consultative Committee for International Telephone and Telegraph (CCITT) Group III and IV standard. Images shall be scanned in at a minimum of 200 dpi for most documents and 300X400 dpi for documents with small fonts, handwriting, or detailed line art.
- 3.6.1.23 Users shall be able to browse through documents and quickly retrieve selected pages.
- 3.6.1.24 Users shall be able to print groups of pages from a long document by simply identifying the range of page numbers, such as 3-5, 8-10.
- 3.6.1.25 Users shall be able to display two pages of the same document side by side.
- 3.6.1.26 The proposed system must have the ability to scan images in random order and present them later in sequence by Official Record Number. (Labels with OR Number will have been attached as part of cashiering).

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3 SCOPE OF WORK

*add
support this
currently?*

For Official Record documents, the system must interpret the Official Record Number on the label on page 1 of every document and add a half inch identification area including this number to the scanned image of each page of that document. This identification area must include the Official Record Number, and the page number in the form "page 1 of 5, etc:".

- 3.6.1.27 The proposed system must provide image enhancement capabilities to assure good quality images from scanned documents.
- 3.6.1.28 The proposed system must provide the State with the capability to correct the stored image of documents. The original document number must be retained. The legal integrity of the document must be preserved.
- 3.6.1.29 The proposed system must permit the capability to generate microfilm images of all scanned documents and map images.
- 3.6.1.30 The proposed system must maintain and report statistics for the scanning process, to include number of documents scanned, number of pages scanned (broken down by operator), and the number of errors encountered. These must be accumulated and reported on a daily or monthly basis at the minimum.
- 3.6.1.31 The system must be able to export imaging statistics to any major spreadsheet package.
- 3.6.2 Application Image Processing Requirements
 - 3.6.2.1 The system must recognize when a document is scanned with another document as an attachment.
- 3.6.3 Database Requirements

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- 3.6.3.1 The database must be a production class DBMS to ensure data integrity at all times, which includes back-ups and recovery capabilities. The preferred databases are DB2 or Oracle. If alternative databases are suggested, please indicate the reason for supporting the alternative.
- 3.6.3.2 Capabilities for index and image maintenance and access.
- 3.6.3.3 Automatic error detection and recovery.
- 3.6.3.4 Dynamic backup of in progress updates after process failure.
- 3.6.3.5 All transactions that have not completed successfully as a result of a power failure, failure of any software related to BCIS, failure or unplanned emergency shutdown of any equipment must be backed out. The term completed shall mean the confirmed storage of data related to any part of the transaction. The offeror shall detail the level of compliance with this requirement.
- 3.6.3.6 Maintenance of accurate and duplicate audit record on separate physical medium.
- 3.6.3.7 Support for mirrored (duplicate) images.
- 3.6.3.8 Locking mechanisms to guarantee data integrity.
- 3.6.3.9 Deadlock detection and prevention.
- 3.6.3.10 Multi-threaded processing to speed access time between users and the database.
- 3.6.3.11 Concurrent processing of more than one user request accessing the database at the same time.
- 3.6.3.12 Formatting of fields and rule based edits by the system administrator.
- 3.6.3.13 A complete audit trail of revisions, changes and edits to information in the database.
- 3.6.3.14 Backups at a preset time without interrupting database access. Incremental backups shall be supported.

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- 3.6.3.15 The ability for all fields to be marked "required" or "not required" depending on the type of data being entered.
- 3.6.3.16 Different security levels within the same database for documents.
- 3.6.3.17 The ability for users to generate reports and queries according to their needs.
- 3.6.3.18 Online, context sensitive help.
- 3.6.3.19 Online training facilities for end-users.
- 3.6.3.20 "Hot key" capability to move from screen to screen, software to software.
- 3.6.3.21 Both menu and key codes for customers.
- 3.6.3.22 Consistent terminology within a screen, from screen to screen, and in online help and vendor documentation.
- 3.6.3.23 Current optical image available online.
- 3.6.3.24 Optical image available offline (with platter identified).
- 3.6.3.25 Microfilm image available (with reel and image identified).
- 3.6.3.26 BCIS must process the condition where no image is available for a document.
- 3.6.4 Optical Scanner Requirements

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- 3.6.4.1 Scan heavy card stock
- 3.6.4.2 Capture pencil and light markings
- 3.6.4.3 Scan a minimum of 8 pages per minute for low volume applications
- 3.6.4.4 Scan 8.5 x 11 and 8.5 X 14 size documents
- 3.6.4.5 Scan maps up to 18" x 26" depending on the needs of the department. Some older maps have canvas. This requirement is to be a part of Section 3.10.11, Task 12 IS Requirements Study.
- 3.6.4.6 Backing; scanners should be able to feed these documents effectively. Must be able to sheet feed full range of documents including standard 8 1/2" X 11" and 8 1/2" X 14".
- 3.6.4.7 The proposed system must be capable of utilizing standard brand name laser printers.
- 3.6.4.8 Optical storage configuration shall include optical disk storage devices that provide the option of selecting WORM or erasable media on the same jukebox. Depending on need, there may be a requirement to migrate images from WORM to erasable to allow editing of documents on erasable media that are also recorded on WORM for unalterable storage.
- 3.6.4.9 *Be* Produce templates to be used to scan in document information required for indexing purposes. The proposed system should also prompt user when it is not able to recognize the information to be captured. This will reduce the effort to manually key in information.

3.7 GENERAL NETWORK REQUIREMENTS

3.7.1 Inter-Island Communications

The State requires that the BCIS be accessible to users and staff on neighbor islands and on alternate locations on Oahu. This will require communication facilities and infrastructure from each remote site back to the central facility housing the BCIS. The proposal shall identify recommendations and costs necessary to make these connections.

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3.7.2 Local Area Network Requirements

The State requires that all minicomputers, PC's, file/print servers or workstations proposed as part of this RFP be configured for a Local Area Network. The Offeror shall propose a configuration based on the requirements of this RFP and the State shall review it and may make changes it deems necessary.

3.7.3 Minicomputer and Work Station Requirements

The BOC has installed a number of PC's and laser printers. The Offeror shall review this equipment and determine if they are compatible with the equipment being proposed. If the equipment is compatible the Vendor need only propose equipment for BOC staff that do not have the hardware and software needed to access the BCIS.

For those that need equipment, it must be compatible with the hardware and software already installed in the BOC. The Vendor shall include a detail price listing of equipment needed in his Price section of the Best and Final.

3.8 UNIX SERVER

The proposed system must include in its design a UNIX based server. The existing LCATS application is to be migrated to a UNIX based server with all user workstations connected to it using TCP/IP. The addressing requirements will be provided by the State after award. The design shall incorporate, physically, two servers to provide sufficient redundancy to insure the continued operation in the event of a failure of one of the servers.

The proposed system will be operated by ICSD. The actual hardware platform on which the system will be operated will be a consolidated UNIX server. This server will permit the operation of each server as a unique entity but allow the ICSD to operate it as one physical machine. For the purpose of evaluating proposals, the Offeror must provide a hardware configuration based on UNIX sufficient to support all tasks of this project. The State will reserve the right to utilize the proposed machine configuration or place the system on the ICSD consolidated server.

3.9 REMOTE ACCESS REQUIREMENTS

The proposed system shall continue the LCATS capability to permit authorized users remote access. The remote access enhancements shall include, but not be limited to, the following:

3.9.1 Secure Access.

For Internet access, permit secure access using proven technology.

3.9.2 Cost Effective.

Offeror shall propose a cost-effective way of charging remote users for printing documents or maps; or permitting unlimited printing for a set fee.

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3.9.3 Operational Impact.

Permit secure access without impact to the daily work performed by BOC staff.

3.9.4 Neighbor Island Access.

Provide the BOC with the capability to access its primary server remotely by BOC staff from neighbor islands.

3.10 IMPLEMENTATION PLAN

The Contractor's work is to be performed by distinct tasks. Work on each task shall commence when the Contractor is officially notified by the State. The Offeror's Proposal must include a realistic implementation plan that incorporates the requirements of this RFP that each task be proposed and completed individually. The Department is aware that prompt decision-making is required for the successful implementation of the project. The State has identified two phases of work and requests Offerors to develop an implementation plan that addresses all phases and all of Part 1. The minimum expected to be completed in the initial contract period consists of Phase 1 and includes Tasks 1-6. Phase 2 consists of Tasks 7-11; Part 1. Task 12 is Part 2. The State has identified the following tasks:

3.10.1 Task 1: Implementing a basic BOC network

This task will require the implementation of a Local Area Network for the BOC. The network deployed for the BOC shall, when fully implemented, include imaging capabilities. The design must incorporate this capability.

3.10.2 Task 2: BCIS Requirements Verification

This task requires the verification of the proposed BCIS with the operational requirements of the BOC. This should include but not be limited to the following: performing a structured walk through of specific tasks identified by the BOC, performing a functional comparison of the BCIS with the existing LCATS and General Index systems, and performing a data flow analysis of BCIS that will confirm that all data paths are addressed.

3.10.3 Task 3: Replacement of the Regular and Land Court Systems

This task requires the Offeror to implement a system to replace the manual and automated processes of the Regular and Land Court Systems. This shall, when fully implemented, include imaging, remote access and public access requirements.

The Offeror shall document how the replacement system will satisfy the functional requirements of the BOC's current Regular and Land Court Systems. The current processing flow and the enhancements required are included in APPENDIX J, BOC INFORMATION FLOW.

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The Offeror shall also document how the data stored on the LCATS will be integrated into the proposed system

The existing index data that is part of the Regular system operated by the State shall be incorporated into the production database for the enhanced system. This requirement calls for the seamless access to both Regular and Land Court Systems by authorized State personnel. In particular, this access shall require the proposed system to access data that originated by either Regular or Land Court systems from 1976 within the same query or update screen.

3.10.4 Task 4: Implementing Imaging Capability on the BOC Network

This task will require the installation of imaging technology into the BOC network. This shall include the capabilities and requirements identified in Section 3.6, IMAGING REQUIREMENTS.

3.10.5 Task 5: Implementing Imaging Capability to BCIS

This task will require the integration of imaging technology into the application, network and the operation of the BOC. This shall include the capabilities and requirements identified in Section 3.6, IMAGING REQUIREMENTS.

3.10.6 Task 6. Enable Remote Access to Text Data

This task will require the implementation of the ability to provide access to text data stored on the proposed system from remotely located BOC operated or approved locations. The primary focus of this task is to continue the currently approved connections and add other locations the BOC operates or will operate. This shall include the capabilities and requirements identified in Section 3.9, REMOTE ACCESS REQUIREMENTS.

3.10.7 Task 7. Enable Remote Access to Image Data

This task will require the implementation of the ability to provide access to images stored on the proposed system from remotely located BOC operated or approved locations. The primary focus of this task is to continue the currently approved connections and add other locations the BOC operates or will operate. This shall include the capabilities and requirements identified in Section 3.9, REMOTE ACCESS REQUIREMENTS.

3.10.8 Task 8. Enable Public Access to Text Data

This task will require the implementation of the ability to provide access to text data stored on the proposed system from the Internet. This shall include the capabilities and requirements identified in Section 3.9, REMOTE ACCESS REQUIREMENTS.

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3.10.9 Task 9. Enable Public Access to Image Data

This task will require the implementation of the ability to provide access to images stored on the proposed system from the Internet. This shall include the capabilities and requirements identified in Section 3.9, REMOTE ACCESS REQUIREMENTS.

3.10.10 Task 10: Data Remediation

This task will require the remediation of the BCIS database. This shall include the review of each record for consistency with the BCIS structure and values.

3.10.11 Task 11: GIS Requirements Study

This task requires the formulation of a proposal based upon the needs of the BOC to store or access GIS or map data.

3.10.12 Task 12: Load Back Microfilm Images

The BOC currently maintains historical images on microfilm. These images must be loaded and incorporated into the image database. This requirement calls for the loading of these back microfilm images and the seamless access to both current and microfilmed images by authorized personnel. In particular, this access shall require the proposed system to access any image, both current and those that were originally microfilmed within the last ten years, within the same query screen.

3.11 WORK PLAN

Offeror will develop a Work Plan that supports and documents the approach that the Offeror will be proposing to satisfy the requirements of this RFP. Work Plan refers to the schedule of tasks for all tasks of the RFP project unless specifically designated as referring to a particular task.

This RFP allows Offerors to respond to PART 1 all tasks excluding Task 6 Section 3.10.12, Load Back Microfilm Images, PART 2 only Task 6 Section 3.10.12, Load Back Microfilm Images or both PART 1 and PART 2. The Work Plan shall reflect the election of the Offeror.

The State has identified the following tasks by PART. Each Task shall include:

- A description of each task, the objectives of the task, personnel assigned to the task, the estimated hours per person assigned to each task, and the estimated start and end date of each task.
- Identification of task dependencies and project milestones.
- A clear and understandable graphic layout chart, such as a Gantt chart, showing the estimated start and end dates of each task.

The Work Plan must follow SDM/Structured guidelines unless the Offeror is authorized to use another methodology as specified in Section 2.6, AUTHORIZATION TO USE ANOTHER

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METHODOLOGY. The Work Plan may include additional steps or items as deemed necessary by the Offeror.

3.11.1 Task 1 Work Plan (PART 1)

Offeror tasks to be included in the Work Plan to design, develop and implement a BOC local area network include but are not necessarily limited to:

- a. Develop a network diagram that provides all nodes required, including imaging workstations, scanners and printers.
- b. Network shall utilize TCP/IP.
- c. Network must provide a secure environment.
- d. Insure that the design and implementation of the BOC network will satisfy the requirements of this RFP and in particular address Section 3.7, 3.8 and 3.9 of this RFP.
- e. Submit an acceptance test plan for review and approval by the STATE.
- f. Resolve problems that arise during Acceptance Test.
- g. Provide training for the BOC and selected ICSD personnel.

3.11.2 Task 2 Work Plan (PART 1)

Offeror tasks to be included in the Work Plan to validate the BCIS requirements that includes, but are not necessarily limited to:

- a. Develop a work plan that will validate that the design of the BCIS will meet the needs of the LCATS and General Index systems.
- b. Perform a structured walk through of specific tasks identified by the BOC.
- c. Perform a functional comparison of the BCIS with the existing LCATS and General Index systems.
- d. Perform a data flow analysis of BCIS that will confirm that all data paths are addressed.
- e. Submit an acceptance test plan for review and approval by the STATE.
- f. Resolve problems that arise during Acceptance Test.
- g. Provide training for the BOC and selected ICSD personnel.
- h. Demonstrate the enhancements to the BOC.

3.11.3 Task 3 Work Plan (PART 1)

Tasks to be included in the Work Plan to design, develop and implement a BOC enhanced replacement system that shall include but may not necessarily be limited to those listed below. These tasks are not sequenced.

- a. Develop the required SDM Structured documents based upon TASK 2 that will provide a system that implements the needs of the BOC.

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- b. Install the necessary hardware and software required to support the BCIS.
- c. Integrate the BCIS server into the BOC network.
- d. Incorporate the current General and LCATS indexed data.
- e. Submit an acceptance test plan for review and approval by the STATE. The test plan must include an actual parallel processing of data to highlight the improvements.
- f. Resolve problems that arise during Acceptance Test.
- g. Provide training for the BOC and selected ICSD personnel.

3.11.4 Task 4 Work Plan (PART 1)

Offeror tasks to be included in the Work Plan to design, develop and implement imaging capability on the BOC LAN include, but are not necessarily limited to:

- a. Develop a work plan that will result in the integration of imaging capability into the BOC network.
- b. Identify all components and identify how each piece will satisfy the imaging requirements detailed in Section 3.6, General Imaging Requirements.
- c. The proposed implementation must not interfere with the production use of the enhanced system when the remote access requirement is addressed.
- d. Submit an acceptance test plan for review and approval by the STATE.
- e. Resolve problems that arise during Acceptance Test.
- f. Provide training for the BOC and selected ICSD personnel.
- g. Demonstrate the enhancements to the BOC.

3.11.5 Task 5 Work Plan (PART 1)

Offeror tasks to be included in the Work Plan to design, develop and an imaging capability to the BCIS application include, but are not necessarily limited to:

- a. Develop a work plan that will result in the integration of imaging capability into the BCIS.
- b. Identify all modifications and identify how each will satisfy the imaging requirements detailed in Section 3.6, General Imaging Requirements.
- c. The proposed implementation must not interfere with the production use of the enhanced system when the remote access requirement is addressed.
- d. Submit an acceptance test plan for review and approval by the STATE.
- e. Resolve problems that arise during Acceptance Test.
- f. Provide training for the BOC and selected ICSD personnel.
- g. Demonstrate the enhancements to the BOC.

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3.11.6 Task 6 Work Plan (PART 1)

Offeror tasks to be included in the Work Plan to design, develop and implement a capability to remotely access text data include, but are not necessarily limited to:

- a. Develop a work plan that will permit the BOC to support access of its data by approved remote users.
- b. Identify all components and identify how each piece will satisfy the remote access requirements of the BOC as detailed in Sections 3.7, 3.8 and 3.9 of this RFP.
- c. The proposed implementation must not interfere with the production use of the enhanced system when the public access requirement is addressed.
- d. Submit an acceptance test plan for review and approval by the STATE.
- e. Resolve problems that arise during Acceptance Test.
- f. Provide training for the BOC and selected ICSD personnel.
- g. Demonstrate the enhancements to the BOC.

3.11.7 Task 7 Work Plan (PART 1)

Offeror tasks to be included in the Work Plan to design, develop and implement a capability to remotely access text data and images include, but are not necessarily limited to:

- a. Develop a work plan that will permit the BOC to support access of its data and images by approved remote users
- b. Identify all components and identify how each piece will satisfy the remote access requirements of the BOC as detailed in Sections 3.7, 3.8 and 3.9 of this RFP.
- c. The proposed implementation must not interfere with the production use of the enhanced system when the public access requirement is addressed.
- d. Submit an acceptance test plan for review and approval by the STATE.
- e. Resolve problems that arise during Acceptance Test.
- f. Provide training for the BOC and selected ICSD personnel.
- g. Demonstrate the enhancements to the BOC.

3.11.8 Task 8 Work Plan (PART 1)

Offeror tasks to be included in the Work Plan to design, develop and implement a capability to remotely access text data through the Internet include, but are not necessarily limited to:

- a. Develop a work plan that will permit the BOC to support access of its data by the Public through the Internet.
- b. Identify all components and identify how each piece will satisfy the remote access requirements of the BOC as detailed in Sections 3.7, 3.8 and 3.9 of this RFP.
- c. The proposed modifications required by this task must not interfere with the

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production use of the system by BOC personnel.

- d. Submit an acceptance test plan for review and approval by the STATE.
- e. Resolve problems that arise during Acceptance Test.
- f. Provide training for the BOC and selected ICSD personnel.
- g. Demonstrate the enhancements to the BOC.

3.11.9 Task 9 Work Plan (PART 1)

Offeror tasks to be included in the Work Plan to design, develop and implement a capability to remotely access text data and images through the Internet include, but are not necessarily limited to:

- a. Develop a work plan that will permit the BOC to support access of its data by the public through the Internet.
- b. Identify all components and identify how each piece will satisfy the remote access requirements of the BOC as detailed in Sections 3.7, 3.8 and 3.9 of this RFP.
- c. The proposed implementation must not interfere with the production use of the enhanced system by BOC personnel.
- d. Submit an acceptance test plan for review and approval by the STATE.
- e. Resolve problems that arise during Acceptance Test.
- f. Provide training for the BOC and selected ICSD personnel.
- g. Demonstrate the enhancements to the BOC.

3.11.10 Task 10 Work Plan (PART 1)

Offeror tasks to be included in the Work Plan to remediate and validate data in the BCIS database. This task should provide the BOC with a database that is correct.

3.11.11 Task 11 Work Plan (PART 1)

Offeror tasks to be included in the Work Plan to analyze and recommend alternatives to the BOC that will address its GIS requirements.

3.11.12 Task 12 Work Plan (PART 2)

The Work Plan for this task addresses the loading of back microfilmed images and their integration into the BCIS application and database.

3.11.13 Tasks Common to All Tasks

Offeror tasks that are common to all tasks and are to be part of each Work Plan for each PART include, but are not necessarily limited to:

- a. Submit a Work Plan that incorporates all Tasks on the date specified in Section 2.3, SIGNIFICANT DATES. The updated plan will include a written

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detailed description of what will be included and completed in each task. The Work Plan is required to identify the proposed number of hours required to complete each task.

- b. Obtain approval from the Project Manager for any revisions to the Work Plan prior to the Contractor proceeding with any work on the project. Approved changes will become the Final Work Plan for the project.
- c. Hold the initial meeting of the project on the Estimated Start Date specified in Section 2.3, SIGNIFICANT DATES. This meeting is called the Project Work Plan Presentation. At this meeting the Contractor will present the Work Plan to the Project Team. The Contractor will respond to any questions or concerns that were stated at the Project Work Plan Presentation within three working days of the presentation.
- d. Submit a weekly status report to the Project Manager. Progress being made on the project should be reported, along with any discrepancies, delays or other problems encountered in the course of performing the project tasks. Plans for resolving problems or correcting situations should be explained.
- e. Monitor the development of written documents to ensure the timeliness of completion of tasks.
- f. Review any written documents submitted by the Project Team to be included in the Project Work Plan.
- g. Prepare written recommendations to the Project Manager to address any Project Work Plan issues or problems. This will include any upgrades or changes of system software and hardware that might occur during the development of the Project Work Plan. If differences of opinion occur, the decision of the Project Manager shall be final.
- h. Respond in writing to the Project Manager concerning any questions or concerns presented by the Project Team. Contractor shall submit such correspondence within three working days and address it to the Project Coordinator.
- i. Submit all requests for information and scheduling of interviews in writing to the Project Manager. Requests for information are to be made 15 working days prior to a scheduled interview.

3.12 PROJECT MANAGEMENT

Once a contract is signed, the Project Manager will be the reviewing authority throughout the duration of the project covered by this RFP. The Project Manager will be actively involved in will replace the PRC.

3.13 CONTRACTOR STAFFING

There are two types of personnel who can be assigned to the project: Those working directly for the Contractor as regular full-time or part-time employees and those subcontracted by the Contractor to work on this project. See Section 2.9.4.5, Project Organization and Staffing.

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3.13.1 Contractor Employees

The names and resumes of personnel working directly for the Contractor and who will be assigned to this project must be submitted in the Proposal as Attachment A, STAFF RESUMES. All personnel for whom resumes are submitted must be employed by the Contractor before the Date of Contract Issuance as defined in Section 2.3, SIGNIFICANT DATES.

Personnel whose names and resumes are submitted shall not be removed from this project without prior approval of the Project Manager. Substitute or additional personnel shall not be used for this project until a resume is received and approved by the Project Manager.

The Project Manager shall have the right, and the Contractor will comply with any request, to remove personnel from all work on this project effective upon written notification to the Contractor by the Project Manager.

3.13.2 Subcontractor Staffing

The names of all individuals and companies who will be performing work as subcontractors on this project must be submitted in the Proposal as Attachment E, SUBCONTRACTOR RESUMES AND REFERENCES. All individuals and companies who are to perform work as subcontractors must agree to be subcontracted by the Contractor before the Date of Contract Issuance as defined in Section 2.3, SIGNIFICANT DATES. The actual dates of the subcontract are dependent upon the scheduling of work based upon the Work Plan.

Subcontractors whose names and information submitted as part of Attachment E, SUBCONTRACTOR RESUMES AND REFERENCES, shall not be removed from this project without prior approval of the Project Manager. See Appendix D, SPECIAL CONDITIONS for further information regarding the removal of subcontractors from working on this project.

3.14 GENERAL REQUIREMENTS

3.14.1 Floor Space Requirements.

The floor space requirements of the equipment proposed must be the minimum possible. All space requirements must include service clearance.

3.14.2 Weight Requirements.

The maximum weight allowable for the proposed equipment is 1000 lbs. per square inch (PSI).

3.14.3 Power Requirements.

The environmental power requirements of the equipment proposed must be the minimum possible. Power service available within the installation site is at most 208 volts, 60 Hz, 3

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phase. The Offeror must certify that existing electrical sources are adequate for the equipment proposed.

3.14.4 Operational Environment.

All proposed equipment must operate and maintain normal performance while operating within a temperature range of 73 to 77 degrees Fahrenheit and a relative humidity range of 45 to 55 percent. Air handlers installed at the ICSD Computer Room have an air flow capacity specification of 6980 cfm. BOC floor space is cooled to standard office requirements.

3.14.5 Additional Configuration Features.

Any system software and system utilities (Software) required to operate and to utilize the proposed equipment's functions and features, as described in this RFP, shall be either part of, or installed on the proposed equipment.

Contractor shall insure and shall certify that Software is functional and operational without any problems or software changes for the years 2000+.

3.14.6 Quality of Equipment.

Equipment furnished under these provisions and specifications shall be new. All equipment supplied shall be labeled and/or embossed with the manufacturer's name, logo, serial number, and/or part number. It shall be free from defects that may render it unfit for use. Damaged or rejected items must be immediately removed from the site and replaced with items of the quality required by these specifications.

Failure to replace or to remove any rejected item shall not relieve the contractor from the responsibility imposed upon it by the contract.

No payment, whether partial or final, shall be construed to be an acceptance of defective materials. The Contractor shall be liable for latent defects, fraud, or gross misrepresentations that amount to fraud.

The STATE may, at any time, by written order, stop the delivery of equipment not conforming to these specifications. Such stop order shall not relieve the contractor of the obligation to complete the contract within the contract time limits, nor shall it in any way terminate, cancel, or abrogate the contract or any part thereof.

3.14.7 Delivery.

The Contractor shall deliver the equipment to the installation site:

Server and related equipment:

ICSD Computer Center Kalanimoku Building
1151 Punchbowl Street, Room B-30
Honolulu, HI 96813

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Workstations and Imaging related equipment:

Bureau of Conveyances
Kalanimoku Building
1151 Punchbowl Street, Room 122
Honolulu, Hawaii 96813

"Delivery" means the transportation of all equipment to the site; uncrating; unpacking; removal of crating, packing, and skidding; and the positioning of the equipment for installation.

The Contractor shall be responsible for the risk of loss or damages that occur during delivery and installation of the proposed equipment.

All loading, crating, and skidding used in the shipment of the equipment shall be the property of the Contractor and shall be removed by the Contractor from the STATE's premises immediately following the installation of equipment or as directed by the STATE.

3.14.8 Installation.

Installation shall be conducted under the direction and supervision of the Contractor's representative who shall be at the site during delivery and installation. Installation as described below, shall be completed in accordance with Final Work Plan Schedule.

Installation shall include at a minimum the following:

- a. Installation and configuration of Software on the proposed equipment in order for it to be operational and functional as described herein.
- b. Hookup or plug in of all electrical and other connections for each piece of equipment and proper attachment of any subassemblies to the equipment so that the equipment is operable and ready for the STATE's Acceptance Test.
- c. Coordination of installation of proposed equipment and training of ICSD and BOC personnel.
- d. Assignment of tasks to both Contractor's and ICSD and BOC personnel which shall be noted accordingly.

Late installation will subject the Contractor to the assessment of Liquidated Damages.

In addition to the above, during the installation procedures, the Contractor will perform all other diagnostic routines normally run on a system of this nature and turn the equipment over to the STATE in good working order. The Contractor must certify in writing to the STATE that the equipment has been properly installed and is fully functional and ready to be used according the specifications as stated in this RFP.

The Contractor must notify the STATE, in writing, of the date installation is complete; i.e., that the equipment is installed, in good working order, and is ready for the Acceptance Test as described herein.

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3.15 EQUIPMENT SERVICE AND SUPPORT PERSONNEL REQUIREMENTS

The Offeror shall have a full-time staff of on-duty support personnel based on the island of Oahu.

Because of the importance that the STATE places on installation, maintenance and support, an adequately staffed local office is mandatory. Required staffing levels will insure the availability of support personnel in the event personnel become unavailable due to causes beyond the control of the Contractor.

Offeror's hardware maintenance personnel must be fully qualified and certified to maintain and service all proposed equipment. Proof of qualification acceptable to the STATE must be submitted in the Offeror's Proposal.

24/7 (Offeror must also provide a telephone number to receive trouble calls and to provide a current status of calls referred for service. The phone line must be open and be able to handle calls 24 hours a day, seven (7) days a week including all holidays. This phone line must be available at no charge to the State during the warranty and maintenance periods.

3.16 HARDWARE MAINTENANCE REQUIREMENTS.

This section contains information pertaining to the Offeror's maintenance service for proposed equipment. The following items identify the minimum requirements of the STATE for hardware maintenance. The maintenance period shall commence after the manufacturer's warranty period.

The Offeror shall propose hardware maintenance services for the equipment for two (2) one (1) year periods. The STATE shall have the option to contract for continued maintenance services for one (1) year terms each for a total of two (2) years.

3.16.1 Diagnostic Tools and Test Equipment.

All special diagnostic tools and test equipment designated by the manufacturer as necessary to detect, isolate, and correct machine malfunctions shall be available at the local service office or ICSD Computer Center.

3.16.2 Periods of Maintenance Service.

ZMS? The Contractor's hardware maintenance staff shall be available to respond on an on duty basis, twenty-four (24) hours a day, seven (7) days a week including all holidays. The STATE requires that the hardware maintenance staff call back within twenty (20) minutes after the initial trouble call. If the STATE requires on site assistance, the Contractor's hardware maintenance staff shall respond on site within two (2) hours of the initial trouble call unless other arrangements have been made with the STATE's permission.

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Any type of maintenance service on the proposed equipment housed at ICSD's computer center will be scheduled with the approval of the Computer Center Supervisor and prior to the performance of it. Maintenance service on proposed equipment housed at BOC facilities will be scheduled and approved by BOC supervisory personnel.

Offeror must offer maintenance services during the contract period after the expiration of the warranty period. Maintenance shall include preventative maintenance, remedial maintenance, and predictive maintenance. It shall also include providing replacement parts and equipment updates. This requirement identifies STATE's requirement for hardware maintenance. The STATE will further identify its response requirements for remedial maintenance for on site repair in Section 3.16.11 Hierarchy of Support. Offeror will not schedule any type of maintenance on the hardware at the same time other maintenance work is scheduled, whereby hardware becomes completely unavailable for a period of time.

3.16.3 Preventative Maintenance.

Preventative maintenance shall be provided on a schedule mutually agreed to between Contractor and STATE, and is intended to keep the equipment in a condition ready for ordinary use. Preventative maintenance shall include periodic inspection, cleaning, lubrication, adjustment and, as needed, replacement of parts or components of the equipment. Contractor shall specify in advance the length of time it will require for each such preventative maintenance visit for a specific item of equipment, and STATE shall make each such item available to Contractor to perform preventative maintenance. Preventative maintenance will be accomplished during times that are convenient to the STATE's work schedule and will comply with the STATE's security regulations. Preventative maintenance performed on computer hardware will be considered downtime.

3.16.4 Remedial Maintenance.

Contractor shall perform remedial maintenance at STATE's locations when STATE notifies Contractor of an equipment failure. Remedial maintenance shall include putting the equipment in good working order and repair, testing of failing systems, and at the option of the STATE, exchange of a machine which cannot be repaired within forty-eight (48) hours from time of on-site arrival or from the time ordered parts are received. Under an exchange, Contractor will provide an exchange machine. An exchange machine will be certified to be in working order and will be capable of performing normal BOC production workloads and standards. The STATE reserves the right to reject an exchange machine after evaluating its performance.

3.16.5 Predictive Maintenance.

Contractor shall track, predict, and correct potential malfunctions on equipment to avoid adversely impacting the STATE. When transient error recording exceed established thresholds, maintenance will be scheduled and performed on indicated units to enhance STATE's system or equipment availability. Predictive maintenance will include:

- a. System and component status monitoring, logging and analysis procedures.

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- b. Use of system diagnostics or tools to exercise equipment.
- c. Analysis of I/O error statistical reports.

3.16.6 Replacement Parts.

During preventative maintenance, Contractor may install or replace parts as is necessary. Such parts may be new or refurbished as new. During remedial maintenance, Contractor will use only new parts or components, or reconditioned parts and components certified as new by the manufacturer. All parts and/or components thereof replaced become the property of the Contractor. Replacement parts will be provided as part of the basic maintenance service.

3.16.7 Safety Devices.

Contractor will install, without charge, all safety devices it deems necessary.

3.16.8 Parts Availability.

The Offeror shall provide the STATE with a current parts inventory list for its proposed equipment that will be stored on Oahu at the Offeror's own expense. The list must include the descriptions and quantities of parts that will normally be stocked by the Offeror on the island of Oahu. The STATE reserves the right to verify the parts list with the manufacturer of the proposed equipment or to perform a site visitation.

The STATE requires that the Contractor have a local parts inventory of at least 95 percent of parts during the term of the contract to effect immediate repairs. In the event that a part is not available from the local parts inventory, the Contractor will be required to air ship the replacement component or part to Hawaii at its own expense and deliver it to the STATE's site within twenty-four (24) hours or by the next working day after the identification of the component or part for replacement or repair. The Offeror must be able to demonstrate a local parts inventory management system to the STATE upon request. The demonstration must include, but need not be limited to, showing the local inventory level/reorder procedures in order that the STATE may verify that parts availability levels are maintained.

In the event that an item of equipment is inoperative for more than twenty-four (24) hours due to equipment failure, the Contractor shall take one or more of the following actions at no additional cost to the STATE and subject to the STATE's approval:

- a. Provide backup equipment
- b. Provide on-site personnel for thorough analysis of the problem
- c. Provide replacement for the failing equipment

When the system is operational but not fully functional, replacement of the failing component, assembly, or part must be at the STATE's site within twenty-four (24) hours of identifying the need for replacement or repair or the next working day.

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The STATE will be the sole judge in determining if the system is not operational or is operational, but not fully functional. In all cases, priority air shipment is required for expeditious delivery of required component, assembly, and/or part at the Contractor's own expense.

3.16.9 Engineering Changes.

From time to time, the manufacturer may make technical equipment improvements to existing installed and operational equipment at the STATE. These are accomplished through field engineering changes. These engineering changes are not only desirable but shall be critical when they are prerequisites to the addition of features to equipment and when they are required to be consistent with the equipment configuration and microcode levels. Therefore, the Contractor must track the requirement for and the installation activity of these engineering changes on each model and type of equipment. Services to perform engineering changes, including parts, labor, equipment, transportation, etc., shall be furnished by the Contractor at no additional cost to the STATE. The Contractor must have the capability to effectively track engineering changes requirements to the equipment from the manufacturer. The STATE, prior to contract award, may require the Contractor to submit the Contractor's engineering changes tracking system for review. This engineering change tracking system shall include Contractor's procedures, plans, and/or methodology that will ensure effectiveness and efficiency.

The application of all engineering changes to equipment requires STATE's approval prior to commencement of work. The cost to perform engineering changes shall be included as part of the contract.

3.16.10 Equipment Modifications.

The Contractor shall accomplish all manufacturer-sponsored modifications or engineering changes to equipment. The all-inclusive cost to perform equipment modifications and/or engineering changes shall be included on the contract. Any equipment modification shall be done only with the approval of the STATE.

3.16.11 Hierarchy of Support.

The STATE recognizes that complex maintenance problems may occur which require service resources beyond that available at the local level. It therefore is mandatory that the Contractor make available to the STATE, at no extra charge, hierarchies of support to quickly isolate and resolve these complex equipment malfunctions. When equipment fails or becomes inoperative, corrective maintenance will be provided as follows:

- a. After Contractor's service personnel arrive at the STATE's installation to respond to a remedial maintenance call and the equipment malfunction has not been diagnosed and repair begun within two (2) hours of the time of arrival of the service personnel, the Contractor shall utilize second level technical support. In the event that four (4) additional hours elapse from the time of response at the second level of technical support and the equipment

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malfunction has not been diagnosed and repair begun, the Contractor shall utilize third level technical support. If such a failure remains unresolved for twelve (12) hours, a higher level of support service personnel will be invoked at no cost to the STATE.

- b. **Second Level Technical Support.** A local support engineer with additional training and/or experience who specializes in providing diagnostic assistance and/or repair expertise when a problem cannot be resolved at the initial level of support.
- c. **Third Level Technical Support.** A specialist who has received in-depth specialized training and/or experience and who specializes in providing diagnostic assistance and consultation to assist on unusually complex problems that cannot be resolved at the first or second support levels.

The Offeror must include in Offeror's proposal the names, years of experience, and location of these specialists at each support level. For Third Level Support, the Offeror must provide name and location of the facility.

3.16.12 Maintenance Reports.

The Contractor shall furnish a maintenance report to the Computer Operations Supervisor at the Computer Center upon completion of each maintenance call. The report shall include, but is not limited to, the following:

- a. Date and time Contractor was notified
- b. Date and time of Contractor's personnel arrival
- c. Type and model number(s) of equipment
- d. Time spent for repair
- e. Description of malfunction
- f. List of parts replaced
- g. Additional charges, if applicable (Contractor shall obtain prior approval of the person accepting service performance for STATE)
- h. Date and time of turnover to STATE and signature of person accepting service performance for STATE
- i. Signature of person performing repair/maintenance

3.17 SOFTWARE MAINTENANCE REQUIREMENTS.

This section contains information pertaining to the maintenance of Software included in Offeror's proposal. The following items identify the minimum requirements of the STATE for software maintenance.

3.17.1 Error Correction.

Correction of all errors reported by STATE in Software that can be reproduced. If error cannot be reproduced, Contractor shall assist STATE in determining additional data necessary

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to resolve problem. Error correction shall be performed in accordance with the Response Time.

Contractor shall also inform the STATE of errors or "bugs" discovered in the Software by other users of the Software. For those fixes designated as not HIPER (High Impact and PERvasive), the STATE reserves the right to implement only those it deems necessary or beneficial, on a schedule complying with the STATE's requirements for maximizing the functionality of the Software. HIPER fixes will be implemented as directed by Contractor.

3.17.2 Updates.

Contractor shall provide STATE, at no additional cost, any updates, error corrections, modifications or enhancements (herein collectively called "Updates") for each Software under maintenance when such Updates are developed or published by Contractor and made generally available. These Updates include new releases and modifications which do not change Software to the extent it would qualify as a new version. A new version includes improvements or changes that require substantial or complete replacement to any or all of its components.

Upon request, any changes to program logic made under the agreement shall be provided to STATE on any machine-readable medium specified by STATE. There shall be no additional charges for this service.

3.17.3 Hotline Service.

Contractor shall provide STATE with assistance and consultation by phone to assist the STATE in resolving problems with the use of the Software, including but not limited to the verification, diagnosis, and correction of material errors and defects in the Software. This service must be available twenty-four (24) hours a day, every day of the year.

3.17.4 Withdrawn Software.

Contractor shall provide STATE with 12 months notice before withdrawing support for specific versions and releases of Software. Upon withdrawal of support, Contractor shall provide services on a best effort basis.

3.17.5 Response Times.

Contractor's software technical assistance using Hotline Service must be acknowledged by telephone within one (1) hour for problems with Software that render Software inoperative. For severe problems or problems that render Software operational but at a degraded level, telephone calls must be acknowledged within four (4) hours. For less severe problems, acknowledgement by telephone must be made within twenty-four (24) hours from the time STATE first reported the problem.

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3.18 SOFTWARE TERMS AND CONDITIONS.

3.18.1 Grant of License.

Contractor shall grant to the STATE a perpetual, non-transferable, and non-exclusive license for all of the features and functionality contained in Software including all of the computer program(s) consisting of a series of instructions or statements in machine readable object code form, any revisions or updates provided by Contractor to STATE pursuant to the contract and the program documentation, for STATE users to use. Term of the license shall begin with the effective date of contract. STATE's rights under the resulting contract shall not be assigned, sublicensed, or otherwise encumbered or transferred by the STATE except with the prior written consent of the Contractor. Title in, and ownership of Software, shall remain at all times with the Contractor. The Term of the license shall coincide with the term of the contract.

3.18.2 Use and Protection of Software.

Software shall be installed on the proposed system and shall be used by the STATE, its authorized employees and consultants and subcontractors under contract to the STATE working solely for the benefit of the STATE, and those Private Agencies authorized to access Software. STATE's sole responsibility for consultants and subcontractors on contract to the STATE will be limited to that described in the Other Software Requirements later in this section. STATE shall not permit or provide for transfer or reproduction of Software, or any portion thereof, to be placed on a computer not at the installation site, by physical or electronic means, unless specifically authorized. STATE shall not make or allow others to make copies or reproductions of Software, or any portion thereof, or documentation or derivative works, modifications or adaptations in any form without the prior written consent of the Contractor.

Except as expressly stated herein, the STATE may not alter, modify, or adapt Software, including but not limited to translating, reverse engineering, decompiling, disassembling, or creating derivative works, and may not take any other steps intended to produce a source language statement of Software or any part thereof without the Contractor's prior express written consent which shall not be unreasonably withheld.

STATE will be the sole owner of all codes developed or generated by or for the STATE through the use of Software, provided that such codes contain no source or object codes of Software. Further, the STATE will be the sole owner or custodian of data transmitted, received, or manipulated by Software.

The Contractor will authorize the STATE to copy and use Software for backup, archival, and disaster recovery purposes. Software may be used on a backup CPU whenever the ICSD's computer system is temporarily inoperable, until such CPU is restored to operation. Software may be used on a backup CPU concurrently for up to one (1) month for disaster recovery testing per year and for any period for actual disaster recovery.

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3.18.3 Other Software Requirements.

STATE will reasonably protect all Software claimed to be confidential or proprietary information and at a minimum provide the same safeguards afforded its own confidential information. Contractor will keep confidential all information to which it has access in the performance of the contract executed pursuant to this RFP. Confidential information shall not include information now or hereafter in the public domain, information already in the possession of the other party, information obtained from another source without obligations of confidentiality, information independently developed, or information required by a court or government order or applicable law.

3.18.4 Warranty.

Contractor warrants that it has full power and authority to grant the license herein described. Contractor's obligation and liability under this Section shall be to obtain any authorization necessary to make effective the grant of license to the STATE to use Software, in such manner or method as determined by the Contractor, at the Contractor's own cost and expense.

Contractor must warrant that Software will conform to the published product specifications and program documentation in effect at the effective date of acceptance. Contractor will further warrant that, for the term of the contract, Software will perform substantially in accordance with its documentation. Contractor is not required to warrant that the operation of Software will be error free. Contractor's obligation and liability shall be to replace or correct Software so that it will so perform. In its obligation to correct Software, the Contractor will also provide assistance and consultation to the STATE, at no additional charge to the STATE, for problem determination and resolution with the use of Software. This will include diagnosis and verification of problems, and correcting errors and defects in Software. STATE's sole remedies for damage or loss (except personal injury or property damage) arising from use of Software, Contractor services, or breach of warranty shall be the repair or replacement of Software. Contractor shall have no liability or responsibility for problems in Software caused by alteration or modification by the STATE not authorized by the Contractor, or for problems arising out of the malfunction of the STATE's equipment or other Software not supplied by the Contractor.

3.19 TIME OF PERFORMANCE

The successful Offeror shall begin work on receipt of Notice to Proceed, which is anticipated to be the Estimated Start Date specified in Section 2.3, SIGNIFICANT DATES. Other than the period specified in Section 3.23, POST IMPLEMENTATION SUPPORT, and all work should be completed by the Estimated Completion Date as specified in Section 2.3, SIGNIFICANT DATES. The Estimated Completion Date is subject to change depending upon approval of the Final Work Plan.

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3.20 ACCEPTANCE PROCEDURE

An acceptance test will be performed for each TASK required by this RFP. If the Contractor has included additional TASK(s) in the accepted proposal, an acceptance test will be performed for each additional Task.

In general, the actual acceptance of each TASK will be based on the actual operation of the components implemented by that TASK. To the extent possible testing should be performed with live data and documents. The duration of each acceptance test will be for a period of no less than thirty (30) calendar days from the time the Contractor transmits to the STATE a written notice that the TASK has been completed. This should include all tests required by the manufacturer.

Acceptance Testing for those TASK(s) that involve imaging, shall include the use of the integrated imaging technology and access from a remote site. ICSD technical staff will make only minimal system configuration changes, if any. Any of these changes shall not have any major impact on the operating systems and shall use application systems of BOC.

The equipment and/or Software will not be accepted and no charges shall be paid by the STATE until the enhanced system, including integrated technology and access from remote sites, has successfully passed the STATE's Acceptance Test as specified below.

Upon successful completion of the Acceptance Test Period, the STATE shall notify the Contractor in writing of the STATE's acceptance of the installed system and authorize payments as provided herein.

3.20.1 Task 1 Acceptance Test

Acceptance Testing for this Task shall be performed on each item of proposed equipment upon written notification from the Contractor that the installation is completed. The Acceptance Test Period shall begin no later than 5 working days after the State receives Contractor's notification, and shall end when the equipment has satisfactorily passed the STATE's Acceptance Test as defined herein by operating in conformance with the manufacturer's published performance specifications and capabilities and program documentation. The STATE's Acceptance Test period shall be for a minimum of thirty (30) calendar days.

3.20.2 Task 2 Acceptance Test

The Acceptance Test for this Task shall be a review of the documents and a structured walk through.

3.20.3 Task 3 Acceptance Test

Acceptance Testing for this Task shall be performed on each item of proposed equipment upon written notification from the Contractor that the installation is completed. The Acceptance Test Period shall begin no later than 5 working days after the State receives Contractor's

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notification, and shall end when the equipment has satisfactorily passed the STATE's Acceptance Test as defined herein by operating in conformance with the manufacturer's published performance specifications and capabilities and program documentation. The STATE's Acceptance Test period shall be for a minimum of thirty (30) calendar days.

Acceptance Testing of the BCIS shall consist of a period not to exceed ninety (90) calendar days. During this period, the BCIS will be operated in parallel with the current systems. This will require the stable operation of the UNIX server's operating systems, system utilities, libraries and software/programs for a period of three months. The BOC will conduct random moment samples of documents to insure the accuracy of the system.

3.20.4 Task 4 Acceptance Test

Acceptance Testing for this Task shall be performed on each item of proposed equipment upon written notification from the Contractor that the installation is completed. The Acceptance Test Period shall begin no later than 5 working days after the State receives Contractor's notification, and shall end when the equipment has satisfactorily passed the STATE's Acceptance Test as defined herein by operating in conformance with the manufacturer's published performance specifications and capabilities and program documentation. The STATE's Acceptance Test period shall be for a minimum of thirty (30) calendar days.

3.20.5 Task 5 Acceptance Test

Acceptance Testing of this Task shall be performed for a period not to exceed ninety (90) calendar days. During this period, the BCIS will be examined for a period of not less than fifteen (15) calendar days to determine the accuracy of processing images integration. The test shall consist of an audit of all documents processed during the test period.

3.20.6 Task 6 Acceptance Test

Acceptance Testing for this Task shall be on a continuing basis, lasting until all back images are processed. The test shall consist of image quality assurance by image and a random moment sampling of these documents for proper integration into the system.

3.20.7 Task 7 Acceptance Test

Acceptance Testing for this Task shall be performed on each item of proposed equipment upon written notification from the Contractor that the installation is completed. The Acceptance Test Period shall begin no later than 5 working days after the State receives Contractor's notification, and shall end when the equipment has satisfactorily passed the STATE's Acceptance Test as defined herein by operating in conformance with the manufacturer's published performance specifications and capabilities and program documentation. The STATE's Acceptance Test period shall be for a minimum of thirty (30) calendar days.

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3.20.8 Task 8 Acceptance Test

Acceptance Testing for this Task shall be performed on each item of proposed equipment upon written notification from the Contractor that the installation is completed. The Acceptance Test Period shall begin no later than 5 working days after the State receives Contractor's notification, and shall end when the equipment has satisfactorily passed the STATE's Acceptance Test as defined herein by operating in conformance with the manufacturer's published performance specifications and capabilities and program documentation. The STATE's Acceptance Test period shall be for a minimum of thirty (30) calendar days.

3.20.9 Task 9 Acceptance Test

Acceptance Testing for this Task shall be performed on each item of proposed equipment upon written notification from the Contractor that the installation is completed. The Acceptance Test Period shall begin no later than 5 working days after the State receives Contractor's notification, and shall end when the equipment has satisfactorily passed the STATE's Acceptance Test as defined herein by operating in conformance with the manufacturer's published performance specifications and capabilities and program documentation. The STATE's Acceptance Test period shall be for a minimum of thirty (30) calendar days.

3.20.10 Task 10 Acceptance Test

Acceptance Testing for this Task shall be performed on each item of proposed equipment upon written notification from the Contractor that the installation is completed. The Acceptance Test Period shall begin no later than 5 working days after the State receives Contractor's notification, and shall end when the equipment has satisfactorily passed the STATE's Acceptance Test as defined herein by operating in conformance with the manufacturer's published performance specifications and capabilities and program documentation. The STATE's Acceptance Test period shall be for a minimum of thirty (30) calendar days.

3.20.11 Task 11 Acceptance Test

Acceptance Testing for this Task shall be on a continuing basis, lasting until the entire BCIS database has been scanned. The test shall consist of the following initial criteria:

- a. The stable operation of the UNIX server's operating systems, system utilities, libraries and software/programs for a period of ninety (90) calendar days.
- b. The stable operation of all components of the BOC LAN for a period of ninety (90) calendar days.
- c. The stable operation of existing remote LCATS connections to the BCIS.
- d. The stable operation of the BCIS as an integrated and operational turn-key system.
- e. The full integration of current and historical document images with the BCIS index database.
- f. The completion of specific test scenarios developed by the BOC, which

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3 SCOPE OF WORK

address known complex situations that require special attention.

- g. The image quality and a random moment sampling of these documents for proper integration into the system.

3.20.12 Task 12 Acceptance Test

Acceptance Testing for this Task shall consist of a presentation and submission of a written report by the Contractor. The BOC and ICSD will review and analyze the report. The TASK will be accepted if it is clear and easily understood by the BOC and ICSD.

3.20.13 Review of Task Acceptance Tests

The Project Manager and the Project Team will review the Contractor's evaluation of the Acceptance Test for the system to analyze the success of the test. Continuation of the implementation of the system is contingent upon this review and analysis.

Contractor will not be responsible for the failure of the test deemed by the Project Manager to be beyond the Contractor's control. If the Contractor is responsible for the failure, Contractor will be responsible to correct the system and provide another Acceptance Test for the system.

If the test results require any modifications to the test plan, the Contractor will provide the changes in writing to the Project Manager within 7 calendar days.

3.21 TRAINING

The Offeror shall propose training for State personnel in the areas identified below. The duration of training shall be commensurate with the topic. The STATE shall provide a site and facilities for all proposed training.

- a. Training for BOC Staff on the use of the BCIS
- b. Training for BOC Staff on the correct and efficient use of all hardware and software necessary to operate a minicomputer, PC, or workstation access the BCIS.
- c. Training for ICSD and BOC staff on the management and administration of all hardware and software that is part of the BCIS.
- d. Training specifically for BOC and ICSD staff on the integrated imaging facility of the BCIS.

3.22 DELIVERABLE PRODUCTS AND SERVICES

If not specified elsewhere in this RFP, the number of hard copies or electronic copies of deliverables will be specified at a later date and agreed upon by the Contractor and the STATE.

3.22.1 Description of Deliverables

The deliverables are described as follows:

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3 SCOPE OF WORK

- a. The System including cost estimates.
- b. Executive Summary and Presentation of all deliverables.
- c. Complete definition of the replacement system design, complete documentation of each task of system development and implementation in accordance with an approved system development methodology.
- d. Development of documentation which shows clearly that the SDM/Structured or other approved methodology is being utilized. Such documentation shall be maintained on a word processing program that is compatible with ICSD's existing system; be kept current throughout the contract period; made readily available to the ICSD for examination at any time; and delivered to the ICSD upon completion of the contract.
- e. Detailed specifications for equipment, operating procedures, software, and related items necessary to implement the Plan.
- f. Procedure manuals, training manuals, operating manuals, and other pertinent documentation required for successful implementation and operation of the Plan.
- g. Training services as necessary, which are not provided by Contractors via separate bids.
- h. A Final Report following the completion of all tasks to review implementation and make any supplemental recommendations.

3.23 POST IMPLEMENTATION SUPPORT

8-11 or 24/17
7

The Contractor shall provide technical hardware and software maintenance support from 8:00 a.m. to 4:00 p.m., Hawaiian Standard Time (HST), including Hawaii State holidays. This support will be for a period of one (1) year with and optional one (1) year extension after the final acceptance and implementation of the BCIS. Additional support extensions must shall be part of the Vendors proposal but are at the option of the STATE.

3.24 MAINTENANCE OF OFFICES

During the project, it will be necessary for all members of the Project Team to work together. The Contractor shall maintain offices in Hawaii, preferably in the downtown Honolulu area. The STATE will not provide office space or office supplies for any contracted personnel. Contractor must provide and use Contractor's own personal computer, office space, and office equipment and supplies while compiling, analyzing, and developing the information required under the contract for services.

The STATE may make available temporary workspace and equipment when possible, during the contact period, but not on a full time basis.

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STANDARD APPENDICES

APPENDIX A	FORMS AND LETTERS.....	A-1
APPENDIX B	SPECIAL PROVISIONS.....	B-1
APPENDIX C	GENERAL CONDITIONS.....	C-1
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APPENDICES FOR THIS RFP

APPENDIX H	GLOSSARY.....	H-1
APPENDIX I	ORGANIZATIONAL CHARTS – DLNR BUREAU OF CONVEYANCES (BOC).....	I-1
APPENDIX J	BOC INFORMATION FLOW.....	J-1

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APPENDIX A

FORMS AND LETTERS

This appendix is included to aid the Offeror in submitting a proposal and to provide sample forms of letters.

FORMS

The following blank forms are included and must be submitted with the proposal:

TAX CLEARANCE PACKET

- NEW TAX CLEARANCE PROCEDURES, Effective December 1, 1997
- REVISED TAX CLEARANCE APPLICATION, FORM A-6, Effective February 1, 1998, information sheet
- TAX CLEARANCE APPLICATION, FORM A-6 (Rev. 1998)
- INSTRUCTIONS FOR FORM A-6 TAX CLEARANCE APPLICATION (Rev. 1998)

ICSD A-151, STAFF REFERENCE INFORMATION

ICSD A-152, CONTRACTOR REFERENCES

ICSD A-153, SUBCONTRACTOR REFERENCES

ICSD A-154, TECHNICAL POINT RESPONSE WORKSHEET

LETTERS

The following sample letters are included

LETTER OF INTENTION OR DECLINATION

PROPOSAL/TRANSMITTAL LETTER

COMPLIANCE REVIEW RESULTS NOTIFICATION

BEST & FINAL OFFER REQUEST

NOTICE TO PROCEED

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NEW TAX CLEARANCE PROCEDURES

Effective December 1, 1997

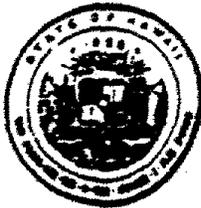
- Tax Clearance certificates issued beginning 12/1/97 will be treated as having a six-month period of validity by DOTAX and the IRS. **Example 1:** A tax clearance certificate issued and dated August 1, 1998 would be valid through February 1, 1999. **Example 2:** A tax clearance certificate issued and dated August 14, 1998 would be valid through February 14, 1999. **Example 3:** A tax clearance certificate issued and dated August 31, 1998 would be valid through February 28, 1999. However, more stringent requirements may be imposed by the party requesting the tax clearance which is a matter between that party and the taxpayer.
- A copy of a tax clearance certificate that bears an original green certified copy stamp submitted for final payment of a State executive branch contract will now be accepted by DAGS. The period of validity for a tax clearance used for final payment is now two months. For example, a tax clearance certificate issued and dated July 31, 1998 would be valid through September 30, 1998.
- The name of the executive branch agency and the contract number will no longer be required.
- Please keep the original tax clearance certificate in your possession. When you need additional copies before the expiration date of the certificate, submit the original certificate in person or through the mail with a request for the number of copies needed. The original certificate will be returned to you with the copies, each one bearing an original green certified copy stamp.

If the original and still valid certificate is not presented or is not available, a new tax clearance application must be filled out and processed. A new six-month period of validity will begin with the date of the approval of the new tax clearance.

The Form A-6, Tax Clearance Application, is being revised to eliminate the carbon copy. This will allow the form to be downloaded from DOTAX's website (<http://www.hawaii.gov/tax/tax.html>) and added to DOTAX's Forms by Fax menu [Tel. (808) 587-7572 or 1-800-222-7572 (Toll-Free)]. When submitting the application, however, an original signature is still required. The revised form should be available in February 1998.

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For any questions, please call:
Department of Taxation: (808)587-4242 OR Internal Revenue Service: (808)541-1160



REVISED TAX CLEARANCE APPLICATION, FORM A-6
Effective February 1, 1998

- The Form A-6, Tax Clearance Application, has been revised. Form A-6, which was previously printed on carbonized paper, has been replaced with a new one-page, two-sided, non-carbonized form.
- Beginning February 1, 1998, the new form and separate instructions may be obtained from the DOTAX Website and DOTAX Forms by Mail/Fax. Refer to the information below.
- DOTAX and IRS will continue to process tax clearance applications submitted on the previous version of Form A-6 (Rev. 1996) until February 28, 1998. **Effective March 1, 1998 all tax clearance applications must be submitted on the new one-page, two-sided, non-carbonized form (Rev. 1998).**
- Both sides of the form must be properly completed in order to be accepted for processing by DOTAX and IRS. An original signature is still required. The front page of the application will become the tax clearance certificate upon approval.
- As a reminder, please keep the original tax clearance certificate in your possession. When you need additional copies before the expiration date of the certificate, submit the original certificate in person or through the mail with a request for the number of copies needed. The original certificate will be returned to you with the copies, each one bearing an original green certified copy stamp. If the original and still valid certificate is not presented or is not available, a new tax clearance application must be filled out and processed.

DOTAX Website (Forms & Information): <http://www.hawaii.gov/tax/tax.html>

DOTAX Forms by Mail/Fax: (808) 587-7572
1-800-222-7572 (Toll-Free)

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If you have any questions, please contact:
Department of Taxation: (808) 587-4242 or 587-1455 or 587-1598
Internal Revenue Service: (808) 541-1160

STATE OF HAWAII — DEPARTMENT OF TAXATION
TAX CLEARANCE APPLICATION
PLEASE TYPE OR PRINT CLEARLY

1. APPLICANT INFORMATION:

Applicant _____
Address _____
City/State/
Zip Code _____
DBA/
Trade Name _____

2. TAX IDENTIFICATION NUMBER(S):

HAWAII GENERAL EXCISE ID # _____

FEDERAL EMPLOYER ID # _____

SOCIAL SECURITY # _____

3. APPLICANT IS A/AN: (CHECK ONLY ONE BOX)

- | | | |
|--|--|--|
| <input type="checkbox"/> CORPORATION | <input type="checkbox"/> S CORPORATION | <input type="checkbox"/> TAX EXEMPT ORGANIZATION |
| <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> ESTATE <input type="checkbox"/> TRUST |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY | <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP | |

THE TAX CLEARANCE IS REQUIRED FOR:

- | | |
|---|---|
| <input type="checkbox"/> CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII * | <input type="checkbox"/> LIQUOR LICENSE * |
| <input type="checkbox"/> REAL ESTATE LICENSE | <input type="checkbox"/> CONTRACTOR LICENSE |
| <input type="checkbox"/> FINANCIAL CLOSING | <input type="checkbox"/> PROGRESS PAYMENT |
| <input type="checkbox"/> HAWAII STATE RESIDENCY | <input type="checkbox"/> FEDERAL CONTRACT |
| <input type="checkbox"/> SUBCONTRACT | <input type="checkbox"/> OTHER _____ |
| | <input type="checkbox"/> BULK SALES |
| | <input type="checkbox"/> PERSONAL |
| | <input type="checkbox"/> LOAN |

*IRS APPROVAL STAMP IS FOR PURPOSES INDICATED BY ASTERISK

5. NO. OF CERTIFIED COPIES REQUESTED:

6. SIGNATURE:

PRINT NAME

PRINT SPECIFIC TITLE: Corporate Officer, General Partner, Individual (Sole Proprietor)

SIGNATURE

DATE

TELEPHONE

FAX

POWER OF ATTORNEY. If submitted by someone other than a Corporate Officer, General Partner, or Individual (Sole Proprietor), a power of attorney (State of Hawaii Department of Taxation Form N848) must be submitted with this application. If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required. Applications submitted without proper authorization will be sent to the address of record with the taxing authority. **UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.**

PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.

SEE PAGE 2 ON REVERSE & INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

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FOR OFFICE USE ONLY

BUSINESS START DATE IN HAWAII:
IF APPLICABLE
/ /

HAWAII RETURNS FILED
IF APPLICABLE
19__ 19__ 19__

STATE APPROVAL STAMP

*IRS APPROVAL STAMP

CERTIFIED COPY STAMP

APPLICANT NAME FROM PAGE 1 _____

7. CITY, COUNTY, OR STATE GOVERNMENT CONTRACT: Bid/Entering Into a Contract Completion/Final Payment
8. LIQUOR LICENSING: Initial Renewal Transfer-Seller Transfer-Buyer Special Event
9. CONTRACTOR LICENSING: Initial Renewal
10. STATE RESIDENCY: DATE APPLICANT ARRIVED IN HAWAII _____
11. ACCOUNTING PERIOD: Calendar year Fiscal year ending _____ (MM/00)
12. TAX EXEMPT ORGANIZATION: Provide the Internal Revenue Code Section that applies to your exemption. _____
13. CORPORATION: Parent Corporation Name _____ FEIN _____
14. INDIVIDUAL: Spouse's Name _____ SSN _____
15. IF YOU DO NOT HAVE A GENERAL EXCISE TAX LICENSE AND REQUIRE A TAX CLEARANCE FOR A GOVERNMENT CONTRACT:
- A) Has your firm had any business income in Hawaii prior to the Bid? YES NO
- B) Does your firm have an office, inventory, property, employees, or other representatives in the State of Hawaii? YES NO
- C) Has your firm provided any services within the State of Hawaii? YES NO

16. FILING THE APPLICATION FOR TAX CLEARANCE:

Mail the completed applications to the Department of Taxation office which issued your General Excise Number. Applications which require an Internal Revenue Service Tax Clearance will be forwarded to the Internal Revenue Service after processing is completed by the Department of Taxation.

State Dept. of Taxation
KAHUI DISTRICT OFFICE
P.O. BOX 238
HONOLULU, HI 96808-0238
TELEPHONE NO. (808) 587-4242
TOLL FREE 1-800-222-7572
or
530 PUNCHBOWL STREET
HONOLULU, HI 96813-5046

State Dept. of Taxation
MAUI DISTRICT OFFICE
P.O. BOX 1189
WAILUKU, HI 96793
TELEPHONE NO. (808) 964-8800
or
54 HIGH STREET
WAILUKU, HI 96793-2126

State Dept. of Taxation
HAWAII DISTRICT OFFICE
P.O. BOX 832
HILO, HI 96721-8033
TELEPHONE NO. (808) 974-4321
or
75 AUPUNI STREET
HILO, HI 96720-4253

State Dept. of Taxation
KAUAI DISTRICT OFFICE
3080 IEWA STREET, RM. 108
LILUOUE, HI 96765-1889
TELEPHONE NO. (808) 274-3466

Internal Revenue Service
COLLECTION DIVISION
300 ALA MOANA BLVD #50089
HONOLULU, HI 96850-4922
TELEPHONE NO. (808) 541-1180

Applications are available at Department of Taxation and IRS offices in Hawaii, and may also be requested by calling the Department of Taxation's Forms Request Code-a-Phone on Oahu at (808) 587-7572 or toll-free at 1-800-222-7572. The form A-6 can be downloaded from the Department of Taxation website (<http://www.hawaii.gov/tax/tax.html>).

FOR OFFICE USE ONLY

TYPE OF TAX	TAX RETURNS FILED STATUS	Clerk's Initials	ITEMS RECEIVED
INCOME			
GENERAL EXCISE/TAX			
HAWAII WITHHOLDING			
TRANSIENT ACCOMMODATIONS			
RENTAL MOTOR /TOUR VEHICLE			
UNEMPLOYMENT INSURANCE			
OTHER TAXES			

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STATE OF HAWAII — DEPARTMENT OF TAXATION
**INSTRUCTIONS FOR FORM A-6
TAX CLEARANCE APPLICATION**

General Instructions

- This form is used to obtain a **State Tax Clearance**. (If you are reporting a bulk sale of business assets, you must also complete and submit Form G-8A, Bulk Sales Report.)
- This form may also be used to obtain a **Federal Tax Clearance** for the purpose of liquor licensing or entering into contracts/submitting bids with and/or seeking final payment of contracts from state or county agencies in Hawaii.
- The correct revision of Form A-6 (REV. 1998) must be used. Type or print clearly with a pen. After approval, the front page of the application will be your tax clearance certificate.
- Applications (FORM A-6) are available at Department of Taxation and IRS offices in Hawaii, and may also be requested by calling the Department of Taxation's Forms Request Code-a-Phone on Oahu at (808) 587-7572 or toll free at 1-800-222-7572. This form can be downloaded from the Department of Taxation website (<http://www.hawaii.gov/tax/tax.html>).

Line-by-line Instructions

Line 1 — Applicant Information

Applicant. — Enter your legal name. The name appearing on your application must match the name on file with the State Department of Taxation, Internal Revenue Service, and, if applicable, the State Department of Commerce and Consumer Affairs.

Address. — Enter the address to which correspondence regarding this application for tax clearance should be mailed. In most cases, the address should be that which is on file with the Department of Taxation and/or IRS.

DBA (Doing Business As)/Trade Name. — If you have a trade or business name which is different from your legal/registered name, enter that name here.

Line 2 — Tax Identification Number(s)

Hawaii General Excise ID #. — Enter your 8-digit Hawaii general excise, use, employer's withholding, transient accommodations, and/or rental motor vehicle and tour vehicle surcharge tax identification number. Enter "NONE" if you do not have one.

Federal Employer ID #. — Enter your 4-digit Federal employer identification number (EIN). Enter "NONE" if you do not have one.

Social Security #. — If you are an individual/sole proprietor, enter your social security number (SSN).

Line 3 — Applicant is a/an

Check the box which best describes your type of entity.

Line 4 — The Tax Clearance is Required For

Check the box (es) which correspond to your reason(s) for obtaining the tax clearance. The asterisks (*) indicate reasons for which a state and federal clearance is required.

Line 5 — No. of Certified Copies Requested

Enter the number of certified copies you are requesting. Please retain the original tax clearance certificate. When you require additional copies prior to the expiration date of the tax clearance certificate, submit the original certificate with a request for the number of copies required. Each copy will bear an original green certified copy stamp.

Line 6 — Signature

Print Name. — Enter the name of the person signing the application.

Signature. — The application must be signed by an individual/sole proprietor/owner, corporate officer (president, vice-president, secretary, treasurer, etc.) or general partner. An employee of your company or authorized agent may sign the application if he/she possesses a valid Power-of-Attorney. Power-of-Attorney forms are available at the Department of Taxation (Form N-848) and Internal Revenue Service (Form 8821 or Form 2848) as indicated on page 1 of the application. Unsigned applications will be returned.

Print Specific Title/Data/Telephone/Fax. — Enter the title of the person signing the application, date the application is signed, and the telephone/fax number which the Department of Taxation or IRS can call during business hours should any questions arise while processing the application for tax clearance.

Line 7 — City, County, or State Government Contract

Indicate whether you are submitting a bid for a contract, entering into a contract, completing a contract, and/or waiting for final payment on a contract.

Line 8 — Liquor Licensing

For liquor licensing purposes, indicate whether you are applying for an initial liquor license, renewing your current liquor license, transferring a liquor license, or applying for a one time special event license.

Please Note: If you are renewing your liquor license or transferring the business to another entity (or person), the federal tax clearance requires compliance with the Bureau of Alcohol, Tobacco, and Firearms (ATF).

Line 9 — Contractor Licensing

Indicate whether you are applying for your initial contractor's license or renewing your current license.

Line 10 — State Residency

Enter the date you arrived in the State of Hawaii if your reason for applying is residency status.

Line 11 — Accounting Period

If you file your tax returns on a calendar year basis (1/1 — 12/31), check the first box. If you file your tax returns on a fiscal year basis other than a calendar year, check the second box, and enter the month and day your fiscal year ends. For example, a corporation whose tax year is July 31st through June 30th would write 6/30 on the line provided.

Line 12 — Tax Exempt Organization

Tax exempt organizations must enter the Internal Revenue Code Section that applies to your exempt status.

Line 13 — Corporation

Subsidiaries of a corporation must enter the parent's corporate name and federal employer identification number on the line provided.

Line 14 — Individual

If you are an individual/sole proprietor who is married, enter your spouse's name and social security number on the lines provided.

Line 15 — If You Do Not Have a General Excise Tax License and Require a Tax Clearance for a Government Contract

If you do not have a general excise tax license and require a tax clearance for a government contract, you must complete this section. Contact the State Department of Taxation if you have additional questions.

Line 16 — Filing the Application for Tax Clearance

Applications may be submitted either in person or by mail. Mailing addresses for the State Department of Taxation district offices and the Internal Revenue Service are provided on page 2 of the application.

A "mailed-in" tax clearance application generally takes 10 - 15 business days to process.

If all required returns have been filed and all required taxes, penalties, and interest have been paid, a "walked-in" tax clearance will generally be processed the same business day on Oahu only.

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**INFORMATION AND COMMUNICATION SERVICES DIVISION
STAFF REFERENCE INFORMATION**

To be completed by Offeror. (See instructions on back of form).

OFFEROR INFORMATION

OFFEROR INFORMATION		
1. Name of Offeror	2. RFP Reference Number	
STAFF INFORMATION		
3. Proposed Staff Name on Résumé	4. Position	7. Phone Number

REFERENCE #1 INFORMATION

REFERENCE #1 INFORMATION	
6. Reference Name	7. Phone Number
8. Title	
9. Organization Name	
10. Organization Address	

REFERENCE #2 INFORMATION

REFERENCE #2 INFORMATION	
6. Reference Name	7. Phone Number
8. Title	
9. Organization Name	
10. Organization Address	

REFERENCE #3 INFORMATION

REFERENCE #3 INFORMATION	
6. Reference Name	7. Phone Number
8. Title	
9. Organization Name	
402250	
10. Organization Address	

11 Additional Information.

ICSD A-151. STAFF REFERENCES

A. WHEN USED

To document references of staff proposed by an Offeror responding to an RFP.

B. GENERAL Please type or print when completing this form.

The Offeror information is required to identify the company or individual completing the form. The RFP Reference Number is required to associate the subcontractor information with a specific Offeror and RFP.

Three (3) information areas are used to document the references for a proposed member of the staff. Should the Offeror desire to submit more references for an individual, additional forms may be used or the additional information may be included in box 11. Additional Comments.

C. OFFEROR INFORMATION.

1. NAME OF OFFEROR. The name of the Offeror or company for which staff references are being submitted.
2. RFP REFERENCE NUMBER. The STATE's identification reference number associated with the RFP.

D. STAFF INFORMATION.

3. PROPOSED STAFF NAME ON RÉSUMÉS. The name of the person who is proposed as staff for the project and for whom a résumé has been submitted.
4. POSITION. The title or position of the person identified as Proposed Staff, i.e., Lead Consultant, Systems Analyst, Project Manager, Programmer, etc.
5. PHONE NUMBER. The area code and telephone number at which the individual identified as Proposed Staff can be reached during normal business hours. If there is an extension number, it is to be included. If there is a recommended time to call the proposed staff person, the hours and time zone are to be noted above the phone number i.e., Call 8-11am EDT or 1-5pm EDT; CALL only 8:30am-10:30am CST.

E. REFERENCE INFORMATION for #1, #2, and #3.

6. REFERENCE NAME. The full name of the person who is listed as a reference and can provide information about the Proposed Staff's experience and competence.
7. PHONE NUMBER. The area code and telephone number at which the Reference Name can be reached during normal business hours. If there is an extension number, it is to be included. If there is a recommended time to call the Reference Name, the hours and time zone are to be noted above the phone number, i.e., CALL 8-11am EDT or 1-5pm EDT; CALL only 8:30am-10:30am CST.
8. TITLE. The title of the Reference Name, i.e., Director, MIS; Financial Analyst; Personal Friend, etc.
9. ORGANIZATION NAME. The name of the organization or company at which the Reference Name is employed.
10. ORGANIZATION ADDRESS. The business address of the organization of the Reference Name.
11. ADDITIONAL COMMENTS. Used for continuation notes or to document any other comments.

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**INFORMATION AND COMMUNICATION SERVICES DIVISION
CONTRACTOR REFERENCES**

To be completed by Offeror. (See instructions on back of form).

OFFEROR INFORMATION	
1. Name of Offeror	2. RFP Reference Number

CLIENT #1 INFORMATION	
3. Organization Name	4. Organization Address
5. Project Name	6. Project Dates Start: _____ End: _____
7. Contact Name/Title	Phone Number:
8. Scope of Services to be Rendered:	

CLIENT #2 INFORMATION	
3. Organization Name	4. Organization Address
5. Project Name	6. Project Dates Start: _____ End: _____
7. Contact Name/Title	Phone Number:
8. Scope of Services to be Rendered:	

CLIENT #3 INFORMATION	
3. Organization Name	4. Organization Address
5. Project Name	6. Project Dates Start: _____ End: _____
7. Contact Name/Title	Phone Number:
8. Scope of Services to be Rendered:	

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9. Additional Comments

ICSD A-152. CONTRACTOR REFERENCES

A. WHEN USED

To document client references for an Offeror responding to an RFP.

B. GENERAL Please type or print when completing this form.

The Offeror information is required to identify the company or individual completing the form. The RFP Reference Number is required to associate the subcontractor information with a specific Offeror and RFP.

Three (3) information areas are used to document completed or in-progress projects on which the Offeror has worked. Different organizations are to be used for each client information reference. Current or recent projects are to be listed.

C. OFFEROR INFORMATION.

1. NAME OF OFFEROR. The name of the Offeror or company for which client references are being submitted.
2. RFP REFERENCE NUMBER. The STATE's identification reference number associated with the RFP.

D. CLIENT INFORMATION for #1, #2, and #3.

3. ORGANIZATION NAME. The name of the organization or company that is being used as a reference for work which is similar to that detailed in the RFP response.
4. ORGANIZATION ADDRESS. The business address of the organization.
5. PROJECT NAME. The title or name of the project on which work is being or has been performed by the Offeror for the client.
6. PROJECT DATES.
START. The date on which work on the project began.
END. The date that work was completed or the date on which the project ended. If work on the project is still in-progress, the END is the scheduled date of completion for work on the project.
7. CONTACT.
NAME. The full name of the person working for the client organization who is knowledgeable about the work performed by the Offeror. This person will be contacted and interviewed regarding the quantity, quality, and timeliness of work performed by the Offeror. Separate the NAME from the TITLE with a slash (/).
TITLE. The title of the contact person in the client organization, i.e., Systems Analyst, CEO, Project Leader, MIS Branch Chief, etc.
PHONE NUMBER. The area code and telephone number at which the contact person can be reached during normal business hours. If there is an extension number, it is to be included. If there is a recommended time to call the contact person, the hours and time zone are to be noted above the phone number, i.e., CALL 8-11am EDT or 1-5pm EDT; CALL only 8:30am-10:30am CST.
8. SCOPE OF SERVICES TO BE RENDERED. A brief paragraph describing the nature of the project, scope of work, and the project deliverables for the project performed for the client organization. Box #9 may be used for continuation or a separate sheet may be attached.
9. ADDITIONAL COMMENTS. Used for continuation notes or to document any other comments.

402253

**INFORMATION AND COMMUNICATION SERVICES DIVISION
SUBCONTRACTOR REFERENCES**

To be completed by Offeror. (See instructions on back of form).

OFFEROR INFORMATION	
1. Name of Offeror	2. RFP Reference Number

SUBCONTRACTOR #1 INFORMATION	
3. Organization Name	4. Organization Address
5. Project Name	6. Project Dates Start: _____ End: _____
7. Contact Name/Title	Phone Number: _____
8. Scope of Services to be Rendered:	

SUBCONTRACTOR #2 INFORMATION	
3. Organization Name	4. Organization Address
5. Project Name	6. Project Dates Start: _____ End: _____
7. Contact Name/Title	Phone Number: _____
8. Scope of Services to be Rendered:	

SUBCONTRACTOR #3 INFORMATION	
3. Organization Name	4. Organization Address
5. Project Name	6. Project Dates Start: _____ End: _____
7. Contact Name/Title	Phone Number: _____
8. Scope of Services to be Rendered:	

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9. Additional Comments

ICSD A-153. SUBCONTRACTOR REFERENCES

WHEN USED

To document subcontractor references of an Offeror responding to an RFP.

GENERAL Please type or print when completing this form.

The Offeror information is required to identify the company or individual completing the form. The RFP Reference Number is required to associate the subcontractor information with a specific Offeror and RFP.

Three (3) information areas are used to document proposed work to be performed by a subcontractor. Should more subcontractors be needed, use additional forms. Multiple tasks for the same subcontractor organization should be listed separately if a different individual is named as the contact person.

OFFEROR INFORMATION

1. NAME OF OFFEROR. The name of the Offeror or company for which subcontractor references are being submitted
2. RFP REFERENCE NUMBER. The State's identification reference number associated with the RFP.

SUBCONTRACTOR INFORMATION for #1, #2, and #3

3. ORGANIZATION NAME. The name of the organization or company that is being used as a subcontractor for work which is to be performed for an Offeror as proposed in the RFP response.
4. ORGANIZATION ADDRESS. The subcontractor's business address of the organization.
4. PROJECT NAME. The title, name or project phase designation on which work is to be performed for the Offeror by the subcontractor.
6. PROJECT DATES.

START. The scheduled date on which work on the project is to begin.

END. The date that work is scheduled to be completed or the date on which the subcontract is to end.

7. CONTACT.

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NAME. The full name of the subcontractor contact person who is to work for the Offeror and who is knowledgeable about the work to be performed on the project. This person will be contacted and interviewed regarding the specific tasks and time frame of work to be performed for the Offeror. Separate the NAME from the TITLE with a slash (/).

8. SCOPE OF SERVICES TO BE RENDERED. A brief paragraph describing the nature of the project, scope of work, and the project deliverables for the project performed for the client organization. Box #9 may be used for continuation or a separate sheet may be attached.
9. ADDITIONAL COMMENTS. Used for continuation notes or to document any other comments.

RFP NO. ICS-99-52
TECHNICAL POINT RESPONSE WORKSHEET

.....
ICSD A-154. WORKSHEET INSTRUCTIONS
.....

A. WHEN USED

By the Offeror to document where the technical points contained in the RFP specifications are addressed in an Offeror's Proposal.

By the Proposal Review Committee to facilitate the review of the Proposal.

B. GENERAL

Please type or print when completing this form.

This Worksheet was generated using the RFP table of contents, Section 3, Scope of Work.

This form is to be completed and returned as Attachment G of the Offeror's Proposal.

This Worksheet is used by the Offeror to generate a manual and page location cross-reference. The cross-reference is done on a point by point basis. It associates RFP requirements with location in the Offeror's Proposal at which the requirements are addressed.

C. RFP SPECIFICATION.

Under this heading are the headings that occur in the Table of Contents of the RFP along with the technical points occurring in the body of the RFP.

D. Cross Reference Location

in Offeror's Proposal

Under this heading are the blank lines on which the Offeror is to record the section of the Proposal and the page number(s) on which the technical specification is addressed.

If the specification is NOT in the Proposal but is in a supporting manual, the name of the manual and the page number(s) are to be listed.

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APPENDIX A

TECHNICAL POINT RESPONSE

RFP NO. ICS-99-52
TECHNICAL POINT RESPONSE WORKSHEET

Cross Reference Location

Specification

- _____ 1. If the specification is addressed in more than one location in the Offeror's Proposal and/or documentation, only the two (2) major cross-reference locations are to be given.
- _____ 2. 3.5.1 Consistent.
- _____ 3. 3.5.2 LAN.
- _____ 4. 3.5.3 Operating System Standard.
- _____ 5. 3.5.4 Standard Hardware.
- _____ 6. 3.5.5 Training.
- _____ 7. 3.5.6 Redundancy.
- _____ 8. 3.5.7 Access to Information.
- _____ 9. 3.5.8 Fees.
- _____ 10. 3.5.9 Standardization.
- _____ 11. 3.5.10 Safeguards.
- _____ 12. 3.5.11 Data Analysis.

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APPENDIX A

TECHNICAL POINT RESPONSE

- 13. 3.5.12 Data Migration.
- 14. 3.5.13 Backward Compatibility.
- 15. 3.5.14 Working System.
- 16. 3.5.15 Disaster Recovery.
- 17. 3.5.16 Access Security.
- 18. 3.5.17 Minimize Disruptions.
- 19. 3.6.1 General Imaging Requirements
- 20. 3.6.1.1 The imaging technology proposed must support both locally attached workstations and those that are remotely connected to the imaging server by telecommunications lines.
- 21. 3.6.1.2 The proposed system must integrate the BOC's current microfilm capture procedure.
- 22. 3.6.1.3 The proposed system must permit any BOC user, with proper hardware and software, to retrieve and view images from the proposed BCIS.
- 23. 3.6.1.4 The Offeror's proposal must identify the hardware and software needed to adapt imaging to a variety of needs.
- 24. 3.6.1.5 The system shall run on server hardware that can effectively and efficiently support workflow and imaging for the BOC.

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APPENDIX A

TECHNICAL POINT RESPONSE

- _____ 25. 3.6.1.6 Jukeboxes must allow for definable allocation of files so that individual platters reflect appropriate BOC retention schedules.
- _____ 26. 3.6.1.7 The system must meet any legal requirements for image storage and retrieval while providing the fastest access times possible.
- _____ 27. 3.6.1.8 The system shall support batch scanning.
- _____ 28. 3.6.1.9 The system shall provide effective methods for scanning and indexing long (maximum 8 1/2" x 14") documents and address the long term goal of incorporating map images.
- _____ 29. 3.6.1.10 The proposed system must be able to scan and recognize bar code information.
- _____ 30. 3.6.1.11 Offerors must include a two-sided scanner since the BOC receives approximately 200 doubled-sided documents a day.
- _____ 31. 3.6.1.12 Users within the BOC shall be able to retrieve an 8 1/2" X 14" document stored on a jukebox in less than 15 seconds (disk mount time and image view time). Please include documentation for jukebox response time.
- _____ 32. 3.6.1.13 An image for viewers at a remote site shall be available for transmission in less than 15 seconds.
- _____ 33. 3.6.1.14 Users shall be able to retrieve a page from an active file on magnetic media in
- _____ 34. 3.6.1.14 less than 2 seconds.

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APPENDIX A

TECHNICAL POINT RESPONSE

- _____ 35. 3.6.1.15 From magnetic media, users shall be able to turn from one page in a document to another in less than 1 second.
- _____ 36. 3.6.1.16 The system shall provide zoom capabilities.
- _____ 37. 3.6.1.17 The retrieval screen shall display both the index and the imaged document, simultaneously side by side.
- _____ 38. 3.6.1.18 The system shall allow staff to index documents while looking at the documents online.
- _____ 39. 3.6.1.19 The system should allow for the long term goal of scanning and printing oversized maps.
- _____ 40. 3.6.1.20 The system must allow for 64 electronic comments with 256k minimum per note for each image, visually associated with the document or map.
- _____ 41. 3.6.1.21 It is desirable that these be the electronic form of Postit type notes.
- _____ 42. 3.6.1.22 Image file formats must support the Consultative Committee for International Telephone and Telegraph (CCITT) Group III and IV standard. Images shall be scanned in at a minimum of 200 dpi for most documents and 300X400 dpi for documents with small fonts, handwriting, or detailed line art.
- _____ 43. 3.6.1.23 Users shall be able to browse through documents and quickly retrieve selected pages.
- _____ 44. 3.6.1.24 Users shall be able to print groups of pages from a long document by simply identifying the range of page numbers, such as 3-5, 8-10.

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APPENDIX A

TECHNICAL POINT RESPONSE

- _____ 45. 3.6.1.25 Users shall be able to display two pages of the same document side by side.
- _____ 46. 3.6.1.26 The proposed system must have the ability to scan images in random order and present them later in sequence by Official Record Number. (Labels with OR Number will have been attached as part of cashiering).
- _____ 47. 3.6.1.27 The proposed system must provide image enhancement capabilities to assure good quality images from scanned documents.
- _____ 48. 3.6.1.28 The proposed system must provide the State with the capability to correct the stored image of documents. The original document number must be retained. The legal integrity of the document must be preserved.
- _____ 49. 3.6.1.29 The proposed system must permit the capability to generate microfilm images of all scanned documents and map images.
- _____ 50. 3.6.1.30 The proposed system must maintain and report statistics for the scanning process, to include number of documents scanned, number of pages scanned (broken down by operator), and the number of errors encountered. These must be accumulated and reported on a daily or monthly basis at the minimum.
- _____ 51. 3.6.1.31 The system must be able to export imaging statistics to any major spreadsheet package.
- _____ 52. 3.6.2.1 The system must recognize when a document is scanned with another document as an attachment.
- _____ 53. 3.6.3.1 The database must be a production class DBMS to ensure data integrity at all times, which

APPENDIX A

TECHNICAL POINT RESPONSE

includes back-ups and recovery capabilities. The preferred databases are DB2 or Oracle. If alternative databases are suggested, please indicate the reason for supporting the alternative.

- _____ 54. 3.6.3.2 Capabilities for index and image maintenance and access.
- _____ 55. 3.6.3.3 Automatic error detection and recovery.
- _____ 56. 3.6.3.4 Dynamic backup of in progress updates after process failure.
- _____ 57. 3.6.3.5 All transactions that have not completed successfully as a result of a power failure, failure of any software related to BCIS, failure or unplanned emergency shutdown of any equipment must be backed out. The term completed shall mean the confirmed storage of data related to any part of the transaction. The offeror shall detail the level of compliance with this requirement.
- _____ 58. 3.6.3.6 Maintenance of accurate and duplicate audit record on separate physical medium.
- _____ 59. 3.6.3.7 Support for mirrored (duplicate) images.
- _____ 60. 3.6.3.8 Locking mechanisms to guarantee data integrity.
- _____ 61. 3.6.3.9 Deadlock detection and prevention.
- _____ 62. 3.6.3.10 Multi-threaded processing to speed access time between users and the database.

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APPENDIX A

TECHNICAL POINT RESPONSE

- _____ 63. 3.6.3.11 Concurrent processing of more than one user request accessing the database at the same time.
- _____ 64. 3.6.3.12 Formatting of fields and rule based edits by the system administrator.
- _____ 65. 3.6.3.13 A complete audit trail of revisions, changes and edits to information in the database.
- _____ 66. 3.6.3.14 Backups at a preset time without interrupting database access. Incremental backups shall be supported.
- _____ 67. 3.6.3.15 The ability for all fields to be marked "required" or "not required" depending on the _____
- _____ 68. 3.6.3.15 type of data being entered.
- _____ 69. 3.6.3.16 Different security levels within the same database for documents.
- _____ 70. 3.6.3.17 The ability for users to generate reports and queries according to their needs.
- _____ 71. 3.6.3.18 Online, context sensitive help.
- _____ 72. 3.6.3.19 Online training facilities for end-users.
- _____ 73. 3.6.3.20 "Hot key" capability to move from screen to screen, software to software.
- _____ 74. 3.6.3.21 Both menu and key codes for customers.

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TECHNICAL POINT RESPONSE

75. 3.6.3.22 Consistent terminology within a screen, from screen to screen, and in online help and vendor documentation.
76. 3.6.3.23 Current optical image available online.
77. 3.6.3.24 Optical image available offline (with platter identified).
78. 3.6.3.25 Microfilm image available (with reel and image identified).
79. 3.6.3.26 BCIS must process the condition where no image is available for a document.
80. 3.6.4.1 Scan heavy card stock
81. 3.6.4.2 Capture pencil and light markings
82. 3.6.4.3 Scan a minimum of 8 pages per minute for low volume applications
83. 3.6.4.4 Scan 8.5 x 11 and 8.5 X 14 size documents
84. 3.6.4.5 Scan maps up to 18" x 26" depending on the needs of the department. Some older maps have canvas. This requirement is to be a part of Section 3.10.11, Task 12 IS Requirements Study.
85. 3.6.4.6 Backing; scanners should be able to feed these documents effectively. Must be able to sheet feed full range of documents including standard 8 1/2" X 11" and 8 1/2" X 14".

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TECHNICAL POINT RESPONSE

- _____ 86. 3.6.4.7 The proposed system must be capable of utilizing standard brand name laser printers.
- _____ 87. 3.6.4.8 Optical storage configuration shall include optical disk storage devices that provide the option of selecting WORM or erasable media on the same jukebox. Depending on need, there may be a requirement to migrate images from WORM to erasable to allow editing of documents on erasable media that are also recorded on WORM for unalterable storage.
- _____ 88. 3.6.4.9 Produce templates to be used to scan in document information required for indexing purposes. The proposed system should also prompt user when it is not able to recognize the information to be captured. This will reduce the effort to
- _____ 89. 3.6.4.9 manually key in information.
- _____ 90. 3.7.1 Inter-Island Communications
- _____ 91. 3.7.2 Local Area Network Requirements
- _____ 92. 3.7.3 Minicomputer and Work Station Requirements
- _____ 93. 3.8 UNIX SERVER
- _____ 94. 3.9 REMOTE ACCESS REQUIREMENTS
- _____ 95. 3.9.1 Secure Access.
- _____ 96. 3.9.2 Cost Effective.
- _____ 97. 3.9.3 Operational Impact.

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TECHNICAL POINT RESPONSE

- _____ 98. 3.9.4 Neighbor Island Access.
- _____ 99. 3.10 IMPLEMENTATION PLAN
- _____ 100. 3.10.1 Task 1: Implementing a basic BOC network
- _____ 101. 3.10.2 Task 2: BCIS Requirements Verification
- _____ 102. 3.10.3 Task 3: Replacement of the Regular and Land Court Systems
- _____ 103. 3.10.4 Task 4: Implementing Imaging Capability on the BOC Network
- _____ 104. 3.10.5 Task 5: Implementing Imaging Capability to BCIS
- _____ 105. 3.10.6 Task 6. Enable Remote Access to Text Data
- _____ 106. 3.10.7 Task 7. Enable Remote Access to Image Data
- _____ 107. 3.10.8 Task 8. Enable Public Access to Text Data
- _____ 108. 3.10.9 Task 9. Enable Public Access to Image Data
- _____ 109. 3.10.10 Task 10: Data Remediation
- _____ 110. 3.10.11 Task 11: GIS Requirements Study
- _____ 111. 3.10.12 Task 12: Load Back Microfilm Images
- _____ 112. 3.11 WORK PLAN

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TECHNICAL POINT RESPONSE

_____ 113. 3.11.1	Task 1 Work Plan (PART 1)
_____ 114. 3.11.2	Task 2 Work Plan (PART 1)
_____ 115. 3.11.3	Task 3 Work Plan (PART 1)
_____ 116. 3.11.4	Task 4 Work Plan (PART 1)
_____ 117. 3.11.5	Task 5 Work Plan (PART 1)
_____ 118. 3.11.6	Task 6 Work Plan (PART 1)
_____ 119. 3.11.7	Task 7 Work Plan (PART 1)
_____ 120. 3.11.8	Task 8 Work Plan (PART 1)
_____ 121. 3.11.9	Task 9 Work Plan (PART 1)
_____ 122. 3.11.10	Task 10 Work Plan (PART 1)
_____ 123. 3.11.11	Task 11 Work Plan (PART 1)
_____ 124. 3.11.12	Task 12 Work Plan (PART 2)
_____ 125. 3.11.13	Tasks Common to All Tasks
_____ 126. 3.12	PROJECT MANAGEMENT
_____ 127. 3.13	CONTRACTOR STAFFING
_____ 128. 3.13.1	Contractor Employees

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TECHNICAL POINT RESPONSE

129. 3.13.2	Subcontractor Staffing
130. 3.14.1	Floor Space Requirements.
131. 3.14.2	Weight Requirements.
132. 3.14.3	Power Requirements.
133. 3.14.4	Operational Environment.
134. 3.14.5	Additional Configuration Features.
135. 3.14.6	Quality of Equipment.
136. 3.14.7	Delivery.
137. 3.14.8	Installation.
138. 3.15	EQUIPMENT SERVICE AND SUPPORT PERSONNEL REQUIREMENTS
139. 3.16	HARDWARE MAINTENANCE REQUIREMENTS.
140. 3.16.1	Diagnostic Tools and Test Equipment.
141. 3.16.2	Periods of Maintenance Service.
142. 3.16.3	Preventative Maintenance.
143. 3.16.4	Remedial Maintenance.
144. 3.16.5	Predictive Maintenance.

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TECHNICAL POINT RESPONSE

- _____ 145. 3.16.6 Replacement Parts.
- _____ 146. 3.16.7 Safety Devices.
- _____ 147. 3.16.8 Parts Availability.
- _____ 148. 3.16.9 Engineering Changes.
- _____ 149. 3.16.10 Equipment Modifications.
- _____ 150. 3.16.11 Hierarchy of Support.
- _____ 151. 3.16.12 Maintenance Reports.
- _____ 152. 3.17.1 Error Correction.
- _____ 153. 3.17.2 Updates.
- _____ 154. 3.17.3 Hotline Service.
- _____ 155. 3.17.4 Withdrawn Software.
- _____ 156. 3.17.5 Response Times.
- _____ 157. 3.18.1 Grant of License.
- _____ 158. 3.18.2 Use and Protection of Software.
- _____ 159. 3.18.3 Other Software Requirements.
- _____ 160. 3.18.4 Warranty.

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TECHNICAL POINT RESPONSE

_____ 161. 3.19	TIME OF PERFORMANCE
_____ 162. 3.20	ACCEPTANCE PROCEDURE
_____ 163. 3.20.1	Task 1 Acceptance Test
_____ 164. 3.20.2	Task 2 Acceptance Test
_____ 165. 3.20.3	Task 3 Acceptance Test
_____ 166. 3.20.4	Task 4 Acceptance Test
_____ 167. 3.20.5	Task 5 Acceptance Test
_____ 168. 3.20.6	Task 6 Acceptance Test
_____ 169. 3.20.7	Task 7 Acceptance Test
_____ 170. 3.20.8	Task 8 Acceptance Test
_____ 171. 3.20.9	Task 9 Acceptance Test
_____ 172. 3.20.10	Task 10 Acceptance Test
_____ 173. 3.20.11	Task 11 Acceptance Test
_____ 174. 3.20.12	Task 12 Acceptance Test
_____ 175. 3.20.13	Review of Task Acceptance Tests
_____ 176. 3.21	TRAINING

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TECHNICAL POINT RESPONSE

<hr/>	177. 3.22	DELIVERABLE PRODUCTS AND SERVICES
<hr/>	178. 3.22.1	Description of Deliverables
<hr/>	179. 3.23	POST IMPLEMENTATION SUPPORT
<hr/>	180. 3.24	MAINTENANCE OF OFFICES

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APPENDIX A

LETTERS

LETTER OF INTENTION OR DECLINATION

Department of Accounting and General Services
Information and Communication Services Division
1151 Punchbowl Street, Room B-10
Honolulu, Hawaii 96813

Attention Procurement Officer

To Whom It may Concern:

RE: RFP-ICS-FY-99-52

This is to acknowledge that we have examined the Information and Communication Services Division's "Request for Proposals for Services to develop and Implement a Replacement Land Court and Regular Automated Tracking System for the State of Hawaii, specifically for the Department of Land and Natural Resources, Bureau of Conveyances."

- YES, we DO intend to submit a proposal.
- NO, we DO NOT intend to submit a proposal.

Reason for declining:

Company _____

Name _____

Signature _____

Title _____

Address _____

Telephone Number _____

FAX Number _____ 402272

APPENDIX A

LETTERS

SAMPLE

(Date)

Mr. R.F.P. Bidder
Your Corporation
123 Main Street, Suite 7700
Honolulu, HI 96899

Dear Mr. Bidder:

SUBJECT: Compliance Review Results Notification
ICS-FY-99-nn
The RFP Title

You are hereby notified that the Compliance Review procedure for RFP ICS-FY-99-nn has been completed. The results of the review of your proposal are listed below.

- The proposal has successfully completed the Compliance Review and will be submitted for Substantive Review.
- The proposal is NOT in compliance with the requirements specified in the RFP. The proposal will NOT be evaluated further and is eliminated from consideration at this time.

If you have any questions on this matter, please call the Contact Person specified in Section 2.4, Procurement Officer, and Contact Person.

Aloha,

Barbara Tom, Planning and Project Management Officer
Information and Communication Services Division

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LETTERS

(Date)

Mr. Lester M. Nakamura, Administrator
Information and Communication Services Division
Department of Accounting and General Services
1151 PunchBowl Street, Room B10
Honolulu, HI 96813

Dear Mr. Morris:

SUBJECT: Proposal/Transmittal Letter

The undersigned has carefully read and understands RFP No. ICS-FY-99-52 and hereby proposes, if selected, to furnish and deliver all items stated in this Proposal.

Any questions which the Information and Communication Services Division or the State of Hawaii may have regarding this proposal should be directed to:

Name:

Title:

Company:

Address:

City:

Telephone No.:

Facsimile No.:

The undersigned further understands and agrees that:

1. All addenda to this RFP have been received (state how many, if any, have been received) and are understood.
2. The undersigned is a (legal form of business, proprietorship, partnership, corporation, etc.) which is or will be, registered with the Business Registration Division of the State of Hawaii Department of Commerce and Consumer Affairs to do business in the State of Hawaii; and has, or will obtain, a State of Hawaii General Excise Tax License by the start of the work.
3. If the use of subcontractor(s) is proposed, a statement from each subcontractor is appended to the Transmittal Letter and signed by an individual authorized to legally bind the subcontractor. The statement should include: the general scope of work to be performed by the subcontractor, and the subcontractor's willingness

APPENDIX A

LETTERS

to perform the work indicated within a designated time, the subcontractor's professional qualifications and financial statements as of June 30, 1995 or latest fiscal closing.

4. It is understood that the State of Hawaii reserves the right to reject any and all Proposals and to waive any defects, when in the State's opinion, such rejection and waiver may be made in the best interest of the State.
5. By submitting this proposal, the undersigned is declaring that the proposal is not in violation of Section 84-15, Hawaii Revised Statutes, concerning prohibited State contracts and that the undersigned is certifying that this proposal was arrived at independently, without consultation, communication, or agreement with any other Offeror or competitor. No attempt was made or will be made by the undersigned to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
6. If awarded the Contract, any services performed must be performed in accordance with Section 103D, Hawaii Revised Statutes.
7. This proposal (contains) (does not contain any) assumptions and constraints which (have) (have not) been approved in advance by the State of Hawaii.
8. The undersigned acknowledges that the entire RFP has been read and understood and agrees to be bound by its terms and conditions.

Respectfully submitted,

Exact Legal Name of Offeror

*Authorized Signature

Date

Title

**Affix Corporate Seal

Address

City, State, Zip Code

Hawaii General Excise Tax License No. (if available)

Type of Organization:

Individual

()

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APPENDIX A

LETTERS

Joint Venture	()
Partnership	()
Corporation	()

Social Security No. or Federal I.D. No.

If name of Proposer above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

State of Incorporation:

Hawaii	()
Other	()

If Other, please specify _____

- * Attach to the proposal/transmittal letter evidence of the authority of the signature of this officer to submit in behalf of the Company.
- ** If the corporate seal is not available at the local or branch office from where the proposal is being made, a corporate certificate, resolution, or letter delegating proper authority may be attached to the transmittal letter as an acceptable substitute.

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LETTERS

SAMPLE

(Date)

Mr. R.F.P. Bidder
Your Corporation
123 Main Street, Suite 7700
Honolulu, HI 96899

Dear Mr. Bidder:

SUBJECT: Best & Final Offer Request
ICS-FY-99-*nn*
The RFP Title

You are requested to submit your Best and Final Offer as specified in Section 2.11, Best & Final Offer. The deadline for submission is specified in Section 2.3, Significant Dates of the RFP.

If you have any questions on this matter, please call the Contact Person specified in Section 2.4, Procurement Officer, and Contact Person.

Aloha,

Lester M. Nakamura, Administrator
Information and Communication
Services Division

Enclosures

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APPENDIX A

LETTERS

SAMPLE

(Date)

Mr. R.F.P. Bidder
Your Corporation
123 Main Street, Suite 7700
Honolulu, HI 96899

Dear Mr. Bidder:

SUBJECT: Notice to Proceed
ICS-FY-99-nn
The RFP Title

Enclosed is a fully executed copy of Agreement No. ICS-FY-99-nn for your file. You are notified to proceed with the work upon receipt of this contract.

If you have any questions on this matter, please call Ms. Karen Higa at (808) 586-1920.

Aloha,

Lester M. Nakamura, Administrator
Information and Communication
Services Division

Enclosures

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APPENDIX B

SPECIAL PROVISIONS

The Special Provisions is included in this appendix as a separate document.

SCOPE OF WORK

This RFP solicits offers to provide services to develop and implement a replacement Land Court and Regular Automated Tracking system for the Bureau of Conveyances (BOC's) multiple existing systems. The new system will meet all process, function, data, security, and other technical requirements of the BOC, and offerors shall propose a packaged solution for effective automation of the BOC as well as services required to modify, test, convert, and implement a replacement system for the BOC.

It is the responsibility of the Contractor to deliver all the products and services detailed in this RFP in accordance with the State standard methodology for the tasks and activities, as well as deliverable phase end documents for the Packaged System Life Cycle, including External and Internal Specifications and Programming for all customization of packaged software that may be necessary and to complete the Test, Conversion, and Implementation phases and documents (or a pre-approved contractor methodology and its tasks/activities and documentation).

All proposed work shall be in accordance with these Special Provisions, specifications, and the General Terms and Conditions, included by reference and made a part hereof. Copies of the General Terms and Conditions are contained in Appendix C of this RFP.

TERM OF CONTRACT

Term of contract shall be initially for a nine months period, beginning approximately August 2, 1999 and ending March 31, 2000. Subsequent Supplemental Agreements may be executed for Phase 2, and post implementation support, with final completion of all work and termination of the contract and all Supplemental Agreements, including post implementation support, by December 31, 2004. The project/contract, or any of its supplemental agreements, may be extended by mutual agreement for additional mutually agreed periods of one (1) year, up to three such extensions.

BID PREPARATION

Offeror must submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If the offer is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature indicating the offeror's intent to be bound.

METHOD OF AWARD

Prior to Awarding Contract, the State will require verification of the following insurance coverages:

Workers Compensation
Temporary Disability
Unemployment Insurance

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Prepaid Health Insurance
Liability Insurance (See Provision below)

PAYMENT

Section 103-10, Hawaii Revised Statutes, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, H.R.S., as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

For the fiscal year period August 2, 1999 to March 31, 2000, the State agrees to pay the Contractor for satisfactory completion of work for Phase 1, which minimally is expected to include Tasks 1-6. The initial contract amount is dependent upon the proposal/solution selected by the BOC and awarded.

The remainder of the work, i.e. Phase 2, Tasks 7-11, shall not be performed by the Contractor and the State will not be required to pay for such work unless and until funds are available. Therefore, if and when funds become available, the State and the Contractor will execute supplemental agreement(s) to this contract covering the remainder of the work for a which Contractor shall be paid at the rate accepted by the State, contingent upon availability of funds. Therefore, in the event that funds for Phase 2 are not appropriated and allotted in future fiscal years, this agreement will terminate with no further liability or obligation by the Contractor or by the State.

Part 2, Task 12 may be proposed and awarded separately.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS & CONDITIONS

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms & Conditions Not Applicable. This solicitation is a Request for Proposals. Sections 2.11 and 2.14 of the General Terms & Conditions, which apply specifically to the Request for Proposals method of source selection, are not applicable to Invitations for Bids. Also sections 2.10 and 2.13, which apply specifically to the Invitation for Bids method of source selection, are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

PERMITS, CERTIFICATES, AND LICENSES

The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work as specified.

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WORK PROGRESS

In the event the Contractor anticipates or encounters any difficulties with regard to targeted completion dates or any requirement of the contract, the Contractor shall, in writing, immediately notify the ICSD Procurement Officer, providing all pertinent details which will be for informational purposes only. Receipt of such notification by the ICSD Procurement Officer shall not constitute any expressed or implied agreement of modification to the contract.

CUTTING AND FITTING

No cutting, notching, drilling, or altering of any kind shall be done to the building by the Contractor without first obtaining permission from the DLNR. Further, this work may require compliance to Chapter 104, Hawaii Revised Statutes, titled Wages and Hours of Employees on Public Works (see provision for Rate of Wages & Wage Certificate below).

BUILDING REPAIRS

The Contractor shall be liable and responsible for any building repairs required by reason of Contractor's work and caused by Contractor's employees. Any required repairs of any kind shall be made at the cost of the Contractor. The Contractor shall take the necessary precautions to protect the building areas adjacent to Contractor's work.

ACCESS AND AUTHORITY

The work shall be available for inspection, at any time, by the department or its representatives. All materials and work not in conformity with the specifications shall be subject to rejection. All rejected work or materials shall be immediately replaced with those called for in the specifications.

The department's representatives shall have the right to order the work of the Contractor or any subcontractor wholly or partially stopped if, in their judgment, the materials furnished or the work being done is not in strict accordance with the Specifications herein, or until any objectionable person or material is removed from the premises, and shall have the right to declare the contract forfeited for nonperformance when not being executed according to the intent and meaning of the contract. Such stoppage, suspension, or forfeiture shall not in any way invalidate any terms of the contract, and no extra compensation shall be allowed the Contractor by reason of such stoppage or suspension. The State shall notify the Contractor in writing of any deviations in the performance of the Contractor's obligations herein, and the Contractor shall be given a twenty-four (24) hour period to cure such deviations to the satisfaction of the State before executing the Contractor's rights hereunder.

CLEAR AWAY

Throughout the progress of work under this contract, the Contractor shall keep the working area free from debris of all types and remove from the premises all rubbish resulting from any work done by the Contractor and leave the work areas in a "broom clean" condition on a daily basis. At the completion of its work, the Contractor shall leave the premises in a clean and finished condition.

LIABILITY INSURANCE

Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage(s):

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Coverage

Commercial General Liability
(occurrence form)

Limits

\$300,000 combined single limit
per occurrence for bodily
injury and property damage

Each liability insurance policy required by this contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P.O. Box 119, Honolulu, Hawaii 96810-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect or willful misconduct connected with this contract.

INVOICING

Contractor shall send an original and three (3) copies of the invoice(s) to:

Department of Land and Natural Resources
Bureau Of Conveyances
1151 Punchbowl Street, Rom 120
Honolulu, Hawaii 96813

Attention: Mr. Carl Watanabe
Telephone: (808) 587-0120

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RATE OF WAGES & WAGE CERTIFICATE

- a. Section 103-55, HRS. Refer to the General Terms and Conditions. Contractor shall complete and submit the attached Wage Certificate by which contractor certifies that the services required will be performed pursuant to Section 103-55, HRS.

At the time of this solicitation, although there are no public employee positions listed in the classification plan of the public sector that are similar to Offeror's network installers, Offeror must sign the Wage Certificate to show compliance with Section No. 2 of the certificate.

Work described in this RFP shall be performed by employees paid in accordance with the requirements of Chapter 104, HRS (see subsection b below).

- b. Chapter 104, HRS. The latest minimum wage rates as promulgated by the Department of Labor and Industrial Relations shall be paid to the various classes of Electrician engaged in the performance of this contract on the job site (if Offeror engages the services of an Electrician for this project). All work shall be done in accordance with Attachment A to this RFP. Reference is made to Chapter 104, HRS, Wages and Hours of Employees on Public Works.

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ATTACHMENTS

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ATTACHMENT A

REQUIREMENTS OF CHAPTER 104, HRS WAGES AND HOURS OF EMPLOYEES ON PUBLIC WORKS

Pursuant to Chapter 104, HRS, the minimum wages that shall be paid to the various classes of laborers and mechanics engaged in the performance of the contract on the job site shall be in accordance with the attached schedule of wages promulgated by the director of the Department of Labor and Industrial Relations.

The minimum wages shall be periodically increased during the performance of the contract in an amount equal to the increase in the prevailing wages for those kinds of work as periodically determined by the director of labor and industrial relations.

No laborer or mechanic employed on the job site of any public work of the State or any political subdivision thereof shall be permitted or required to work on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day unless the laborer or mechanic receives overtime compensation for all hours worked on Saturday, Sunday, and a legal holiday of the State or in excess of eight hours on any other day. For purposes of determining overtime compensation, the basic hourly rate of any laborer or mechanic shall not be less than the basic hourly rate determined by the director to be the prevailing basic hourly rate for corresponding classes of laborers and mechanics on projects of similar character in the State.

The contractor or the contractor's subcontractor shall pay all mechanics and laborers (listed on the attached schedule) employed on the job site, unconditionally and not less often than once a week, and without deduction or rebate on any account, except as allowed by law, the full amounts of their wages including overtime, accrued to not more than five working days prior to the time of payment, at wage rates not less than those stated in the contract and specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics.

The rates of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the job site. A copy of the rates of wages shall be given to each laborer and mechanic employed under the contract by the contractor at the time each laborer and mechanic is employed, provided that where there is a collective bargaining agreement the contractor does not have to provide the contract's employees the wage rate schedules.

The governmental contracting agency may withhold from the contractor so much of the accrued payments as the governmental contracting agency may consider necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the job site the difference between the wages required by the contract or specifications and the wages received and not refunded by the laborers and mechanics.

A certified copy of all payrolls shall be submitted weekly to the governmental contracting agency. The general contractor shall be responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the wage determination decision of the director of labor and industrial relations attached to the contract, and that the classifications set forth for each laborer or mechanic conform with the work the laborer or mechanic performed.

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Payroll records for all laborers and mechanics working at the site of the work shall be maintained by the contractor and the subcontractors, if any, during the course of the work and preserved for a period of three years thereafter. The records shall contain the name of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The records shall be made available for inspection by the purchasing agency, director, and any authorized representatives thereof who may also interview employees during working hours on the job.

If the purchasing agency finds that any laborer or mechanic employed on the job site by the contractor or any subcontractor has been or is being paid wages at a rate less than the required rate by the contract or the specifications, or has not received the laborer's or mechanic's full overtime compensation, the purchasing agency may, by written notice to the contractor, terminate the contractor's right, or the right of any subcontractor, to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid and may complete such work or part by contract or otherwise, and the contractor and the contractor's sureties (if any) shall be liable to the purchasing agency for any excess costs occasioned thereby.

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APPENDIX C

GENERAL CONDITIONS

The General Conditions is included in this appendix as a separate document. All subsequent page references in this appendix relate only to this document.

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GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The "head of the purchasing agency," when term includes the designee of the head of the purchasing agency), shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Agreement. The CONTRACTOR shall maintain communications with the head of the purchasing agency at all stages of the CONTRACTOR'S work, and submit to the head of the purchasing agency for resolution any questions which may arise as to the performance of this Agreement. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contract for the procurement of services.

2. Relationship of Parties: Independent Contractor Status and Responsibilities, including Tax Responsibilities.

a. In the performance of services required under this Agreement, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Agreement; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Agreement. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.

b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Agreement, agents or employees of the STATE for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.

c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Agreement. Furthermore, the CONTRACTOR unconditionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.

d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Agreement.

e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Agreement. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 237-45, HRS, and paragraph 17 of these General Conditions.

f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

Personnel Requirements

2. The CONTRACTOR shall secure, at the CONTRACTOR's own expense, all personnel required to perform this Agreement.

b. The CONTRACTOR shall ensure that the CONTRACTOR's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. **Non-discrimination.** No person performing work under this Agreement, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. **Conflict of Interest.** The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might

conflict in any manner or degree with the CONTRACTOR'S performance under this Agreement.

Subcontract and Assignment. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S dues, obligations, or interests under this Agreement and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or assessed under state law against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Agreement shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment agreement in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Agreement but waives all rights under this Agreement as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

Change of name. When the CONTRACTOR asks to change the name in which it holds this Agreement with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Agreement with the CONTRACTOR to effect such a change of name. The amendment to this Agreement changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Agreement are thereby changed.

Notice. All assignment agreements and amendments to this Agreement effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the CPO within thirty days of the date that the assignment agreement or amendment becomes effective.

Agent offering more than one purchasing agency. Notwithstanding the provisions of subparagraphs b through e herein, when the CONTRACTOR holds agreements with more than one purchasing agency of the State, the assignment agreements and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.

Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR's employees, officers, agents, or subcontractors under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Agreement, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.

Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Agreement per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR's delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR shall remain liable for damages caused other than by delay.

State's Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Agreement, any amounts owed to the State of Hawaii by the CONTRACTOR under this Agreement or any other agreements or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and

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not delinquent on any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.

11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 126, Procurement Rules, as the same may be amended from time to time.
12. Suspension of Agreement. The STATE reserves the right at any time and for any reason to suspend this Agreement for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer, may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Agreement. This order shall be for a specified period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Agreement at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:
 - (1) Cancel the stop performance order; or
 - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Agreement.
 - b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or Agreement price, or both, and the Agreement shall be modified in writing accordingly, if:
 - (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR's cost properly allocable to, the performance of any part of this Agreement; and
 - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided

that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Agreement.

13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, otherwise fails to timely satisfy the Agreement provisions, or commits any other substantial breach of this Agreement, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR's duties. Notwithstanding termination of the Agreement and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.
- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Agreement. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR's rights under chapter 126, Procurement Rules. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency

procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.

- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Agreement. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR's progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Agreement. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR's right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to such provision.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Agreement.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Agreement in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Agreement terminated and when termination becomes effective.
- b. CONTRACTOR's obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.
- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:
 - (1) Any completed goods or work product; and
 - (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Agreement.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Agreement by exercise of the termination for convenience provision.

d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the

cost or pricing data, submitted to the extent required by subchapter 15, chapter 3-122, Procurement Rules, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.

- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Agreement price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Agreement price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Agreement;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Agreement and for the termination of subcontracts thereunder, together with

reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocated to the terminated portion of this Agreement. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the total Agreement price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the Agreement price of performance not terminated.

(4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

2. Changes in Scope. If any action or omission on the part of the Agency procurement officer (which term includes the designer of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Agreement constitutes the basis for a claim by the CONTRACTOR for additional compensation, damage, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Agreement in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damage, or an extension of time for completion; provided:

(1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

(C) Within such further time as may be allowed by the Agency procurement officer in writing.

(2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damage, or an extension of time. The Agency

procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer.

(3) Basis must be explained. The notice required by subparagraph (5a)(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

(4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Agreement.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Agreement.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Agreement shall be subject to chapter 3-123 (Cost Principles) of the Procurement Rules and the following guidelines:

a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.

b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.

c. Unless prior written approval of the DIRECTOR is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for interisland or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures: Final Payment: Tax Clearance.

- a. Original invoices required. All payments under this Agreement shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Agreement have been performed by the CONTRACTOR according to the Agreement.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt Payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be dispersed to subcontractors within ten days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Agreement shall be subject to sections 103-53 and 237-45, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the CONTRACTOR have been paid.

18. Federal Funds. If this Agreement is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Agreement to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds.

19. Modifications of Agreement.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement permitted by this Agreement shall be made by written amendment to this Agreement, signed by the

CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.

- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Agreement shall be permitted.
- c. Agency procurement officer. By a written order, at any time, and without notice to any surety, the Agency procurement officer, subject to mutual agreement of the parties to this Agreement and all appropriate adjustments, may make modifications within the general scope of this Agreement to include any one or more of the following:
- (A) Drawings, designs, or specifications;
 - (B) Method or place of delivery;
 - (C) Description of services to be performed;
 - (D) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (E) Place of performance of the services; or
 - (F) Other provisions of the Agreement accomplished by mutual action of the parties to the Agreement.
- d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR's cost of, or the time required for, performance of any part of the work under this Agreement, an adjustment shall be made and this Agreement modified in writing accordingly. Any adjustment in Agreement price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Agreement or as negotiated.
- e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written agreement of modification is not made prior to final payment under this Agreement.
- f. Claims not barred. In the absence of an Agreement modification, nothing in this clause shall be deemed to restrict the CONTRACTOR's right to pursue a claim under this Agreement or for a breach of contract.
- g. CFO approval. If a modification, alteration, amendment, change or extension of any term, provision or condition of this Agreement increases the amount payable to the CONTRACTOR by at least \$25,000.00 or ten per cent (10%) of the initial

Agreement price, whichever increase is higher, the prior approval of the CPO is required.

h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement, a tax clearance from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the CONTRACTOR have been paid.

i. Sole source agreements. Amendments to sole source agreements that would change the original scope of the contract may only be made with the approval of the CPO. Annual renewal of a sole source agreement for services should not be submitted as an amendment.

20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Agreement in any one or more of the following:

(1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;

(2) Method of delivery; or

(3) Place of delivery.

a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR's cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in the Agreement price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Agreement. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Agreement as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

b. CPO approval. If a contract change order increases the amount payable to the CONTRACTOR by at least \$25,000.00 or ten per cent (10%) of the initial

Agreement price, whichever increase is higher, the prior approval of the CPO is required.

- c. Time period for claim. Within thirty (30) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the CONTRACTOR's claim unless the STATE is prejudiced by the delay in notification.
- d. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Agreement.
- e. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR's right to pursue a claim under the Agreement or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the Agreement price pursuant to a provision in this Agreement shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Agreement or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Agreement or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126 of the Procurement Rules.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of subchapter 15, chapter 3-122 of the Procurement Rules.

22. Variation in Quantity for Definite Quantity Agreements. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a centime quantity is specified in this Agreement, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the CPO makes a written determination that such an increase will either be more economical than awarding another Agreement or that it would not be practical to award another Agreement.

23. Changes in Cost-Reimbursement Agreement. If this Agreement is a cost-reimbursement Agreement, the following provisions shall apply:

a. The Agency procurement officer may at any time by written order, and without notice to the supplier, if any, make changes within the general scope of the Agreement in any one or more of the following:

(1) Description of performance (Attachment 1);

(2) Time of performance (i.e., hours of the day, days of the week, etc.);

(3) Place of performance of services;

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;

(5) Method of shipment or packing of supplies; or

(6) Place of delivery.

b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of this Agreement, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Agreement accordingly.

c. The CONTRACTOR shall retain the CONTRACTOR's right to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Agreement.

d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Agreement. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Agreement as changed.

e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Agreement and, if this Agreement is incrementally funded, the funds allowed for the performance of this Agreement, shall not be increased or considered to be increased except by specific written modification of the Agreement indicating the new Agreement estimated cost and, if this Agreement is incrementally funded, the new amount allotted to the Agreement.

24. Confidentiality of Material.

1. All material given to or made available to the CONTRACTOR by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any State employee, including the head of the purchasing agency, the CPO, the DIRECTOR, the Agency procurement officer, or to the services or goods, or both, provided under this Agreement, in any of the CONTRACTOR's brochures, advertisements, or other publicity of the CONTRACTOR. All media contact with the CONTRACTOR about the subject matter of this Agreement shall be referred to the Agency procurement officer.

26. Ownership, Rights and Copyrights. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Agreement, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Agreement. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Agreement.

27. License and Warranties. Goods provided under this Agreement shall be provided free of all taxes and provided together with all applicable warranties, or with the warranties described in the Agreement document, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor or prospective subcontractor which are related to:

a. The cost or pricing data, and

b. A State contract, including subcontractors, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency purchasing officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for agreements awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention. The CONTRACTOR and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Agreement, except as to overcharges which result from violations commencing after the price is established under this Agreement and which are not passed on to the STATE under an escalation clause.

33. Mitigating Consequences. The CONTRACTOR shall undertake all necessary precautions to minimize any adverse impact the performance under this Agreement may have on public competition.

34. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the

Laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

35.

Compliance with Law. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Agreement.

36.

Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules, the Procurement Rules in effect on the date this Agreement became effective shall control and are hereby incorporated by reference.

37.

Entire Agreement. This Agreement sets forth all of the agreement, conditions, undertakings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Agreement. This Agreement supersedes all prior agreements, conditions, undertakings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, undertakings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.

38.

Severability. In the event that any provision of this Agreement is determined to be invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.

39.

Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Agreement. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawaii Revised Statutes, and does not include other provisions or sections in this Agreement shall not constitute a waiver or relinquishment of the STATE'S right of the CONTRACTOR'S obligations under the Procurement Rules or Statutes.

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The following provision is a general condition for this Agreement:

If this Agreement was entered into between July 20, 1998, and July 1, 2001, and extends beyond June 30, 2001, it is subject to a single review pursuant to the managed process developed pursuant to part III, section 6 of Act 230, 1998 Haw. Sess. Laws, 785, 787. Pursuant to the managed process review, this Agreement may be cancelled, continued, or extended by the State.

Form AG-GC(1/99)

402309

APPENDIX D

SAMPLE CONTRACT FORM

The following sample contract form is included in this appendix as a separate document meant to provide prospective Offerors with an idea of the general provisions that will be incorporated into the contract.

402310

STATE OF HAWAII
AGREEMENT FOR GOODS OR SERVICES
BASED UPON COMPETITIVE SEALED PROPOSALS

This Agreement, executed on the respective dates of the signatures of the parties shown hereafter, is effective as of _____, 19____, between the _____

State of Hawaii (hereinafter "STATE"), by its _____
(hereinafter "DIRECTOR"), and _____
(hereinafter "CONTRACTOR"), a _____
under the laws of the State of _____, whose business address and taxpayer identification number are as follows: _____

RECITALS

A. The STATE is in need of the goods or services, or both, described in this Agreement and its attachments.

B. The STATE has issued a request for competitive sealed proposals, and has received and reviewed proposals submitted in response to the request.

C. The solicitation for proposals and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 (hereinafter "Procurement Rules"), sections 3-122-41 through 3-122-60, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the responsible and responsive offeror whose proposal is the most advantageous for the STATE, taking into consideration price and the evaluation factors set forth in the request.

E. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, as the case may be, and the CONTRACTOR is agreeable to providing said goods or services, or both.

F. Money is available to fund this Agreement pursuant to:

(1) _____ or (2) _____
through state treasury through federal resources

402311

both, in the following amounts:

State \$ _____

Federal \$ _____

G. Pursuant to _____, the STATE is authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the STATE and the CONTRACTOR agree as follows.

1. Scope of Performances. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the request for competitive sealed proposals number _____ ("Request"), and the CONTRACTOR's accepted proposal ("Proposal"), both of which, even if not physically attached to this Agreement, are hereby made a part this Agreement.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Agreement in a total amount not to exceed _____ DOLLARS (\$ _____), including taxes, at the time and in the manner set forth in the Request and CONTRACTOR's proposal.

3. Bonds. The CONTRACTOR (is) (is not) required to provide a (performance) (payment) (performance and payment) bond in the amount of _____ DOLLARS (\$ _____).

4. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR, is attached and is made a part of this Agreement.

5. Other Terms and Conditions. The General Conditions and any Special Conditions are attached hereto and made a part of this Agreement. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) Agreement, including all attachments and addenda; (2) Request, including all attachments and addenda; and (3) Proposal.

6. Liquidated Damages. Liquidated damages shall be assessed in the amount of _____ DOLLARS (\$ _____) per day, in accordance with the terms of paragraph 9 of the General Conditions.

7. Notices. Any written notice required to be given by any party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notices required to be given to the Director shall be sent to the Director's office in

Honolulu, Hawaii. Notice to the agency procurement officer shall be sent to: _____

_____. Notice to the CONTRACTOR at the CONTRACTOR's address as indicated in this Agreement. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Agreement by their signatures, on the dates below, to be effective as of the date first above written.

STATE

By _____

Print Name _____

Title _____

Date _____

CONTRACTOR

By _____

Print Name _____

Title _____

Date _____

APPROVED AS TO FORM:

Deputy Attorney General

*Evidence of authority of the CONTRACTOR's representative to sign this Agreement for the CONTRACTOR must be attached.

CONTRACTOR'S ACKNOWLEDGMENT

State of _____)
) SS.
_____ Country of _____)

On this _____ day of _____, 19____, before me personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____, the CONTRACTOR named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she executed said instrument as the free act and deed of the CONTRACTOR.

Notary Public, _____
My commission expires: _____

DIRECTOR'S
CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

I certify that the services to be provided under this Agreement by the CONTRACTOR may be performed concurrently with the CONTRACTOR's private business or profession or other private employment, and that it is impracticable to ascertain or anticipate the portion of time to be devoted to the service of the STATE. Pursuant to section 76-16, HRS, the services are exempt from the state civil service.

_____ Date _____
(signature)
Print Name _____
Title _____
State of Hawaii _____

402314

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices, the University of Hawaii, and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

On behalf of _____, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR (is) (is not) a legislator or an employee or a business in which a legislator or an employee has a controlling interest.
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by an Agency employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the Agency within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an Agency employee, or in the case of the Legislature, a legislator.
6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, a) within the past twelve (12) months, served as an Agency employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

402315

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

DATED: Honolulu, Hawaii, _____, 19_____.

CONTRACTOR

By _____

Title _____

*Reminder to Agency: If "is" is circled, the Agency is required, under section 84-15, HRS, to file with the State Ethics Commission, ten (10) days before the Agreement is entered into, a written justification as to why the Agreement was not required to be competitively bid.

402316

SCOPE OF SERVICES

402317

Attachment 2

TIME OF PERFORMANCE

402318

COMPENSATION AND PAYMENT SCHEDULE

402319

SPECIAL CONDITIONS

402320

APPENDIX E

PROPOSAL COMPLIANCE REVIEW

FOR RFP No. ICS-FY-99-52

APRIL/MAY, 1999

NAME OF OFFEROR:

PROPOSAL REVIEW CHECKLIST:

Part 1: Proposal Opening Review

- _____ 1. The Proposal package or envelope was received by the deadline specified in Section 2.3, SIGNIFICANT DATES.
- _____ 2. The package, which contains the Proposal, is marked "PROPOSAL FOR SERVICIES TO DEVELOP AND IMPLEMENT A REPLACEMENT LAND COURT AND REGULAR AUTOMATED TRACKING SYSTEM, RFP No. ICS-FY-99-52" and includes ICSD's address.
- _____ 3. The package or envelope indicates the name, address, telephone number and fax number of the Offeror.
- _____ 4. The package or envelope was sealed.

Part 2: Proposal Organizational Review

- _____ 5. There are eight (8) sets of the Proposal. One is single-sided, unbound, marked "ORIGINAL", and is signed by someone with the authority to commit Offeror. The others are marked as "COPY _____ of 7".
- _____ 6. The Proposal includes the following section titles:

Section I	PROPOSAL AND TRANSMITTAL LETTER
Section II	EXECUTIVE SUMMARY
Section III	PROJECT APPROACH, WORK PLAN AND SCHEDULE
Section IV	ORGANIZATION AND STAFFING
Section V	OFFEROR BACKGROUND AND EXPERIENCE
Section VI	PRICE
Section VII	CERTIFICATION
Attachment A	STAFF RÉSUMÉS
Attachment B	STAFF REFERENCES
Attachment C	OFFEROR'S FINANCIALS

402321

APPENDIX E

Attachment D	OFFEROR'S REFERENCES
Attachment E	SUBCONTRACTOR RESUMES AND REFERENCES
Attachment F	TECHNICAL POINT RESPONSE WORKSHEET
Attachment G	TAX CLEARANCE PACKET
Attachment H-Z	(as assigned by Offeror)

- _____ 7. The accompanying transmittal letter is in the form of a standard business letter on official business letterhead paper and is signed by an individual authorized to legally bind the Offeror.
- _____ 8. The transmittal letter includes the following information:
- a. A statement indicating that the Offeror is a corporation or other legal entity, or sole proprietor.
 - b. A statement that the Offeror is or will be registered to do business in Hawaii and will have obtained a State General Excise Tax License by the start of work.
 - c. A statement acknowledging that all addenda to this RFP have been received by the Offeror. If no addenda have been received, a statement to that effect is included.
 - d. A statement that the Offeror's prices listed in the Proposal are firm and shall remain so throughout the period during which the contract is issued and the work is performed.
- _____ 9. If the use of one or more subcontractors is proposed, a statement from each subcontractor is appended to the Transmittal Letter and signed by an individual authorized to legally bind the subcontractor and stating:
- a. The general scope of work to be performed by the subcontractor.
 - b. Subcontractor's willingness to perform the work indicated.
- _____ 10. Attachment A, STAFF RÉSUMÉS, includes a résumé for each person who appears on the organization chart contained in Section IV, ORGANIZATION AND STAFFING.
- _____ 11. Attachment B, STAFF REFERENCES, includes at least one (1) ICSD A-151, STAFF REFERENCE INFORMATION form for each person for whom a résumé is submitted.
- _____ 12. Any and all corrections are initialed in ink by the person signing the proposal for the Offeror. They are legible and recognizable.
- _____ 13. Attachment D, OFFEROR'S REFERENCES, includes at least one (1) ICSD A-152, CONTRACTOR REFERENCED form containing three (3) business references.

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APPENDIX E

- _____ 14. Attachment G, TAX CLEARANCE PACKET, includes the tax clearance forms with the State and the Federal approval stamps.
- _____ 15. Attachment E, SUBCONTRACTOR RESUMES AND REFERENCES. If subcontractors are NOT to be used, a statement to that effect is all that appears in this attachment. If subcontractors are used, the following applies: For each subcontractor there is at least one (1) completed form ICSD A-153, SUBCONTRACTOR REFERENCES form listing three (3) references for that subcontractor. In addition to the completed A-153 forms, there is an organization chart for each subcontractor; there are résumés for each person on the organization chart; there is at least one (1) ICSD A-151, STAFF REFERENCE INFORMATION form for each person for whom a résumé is submitted.
- _____ 16. The State and Federal tax clearance dates are valid as of the solicitation ad date or any date thereafter up to the Proposal Due date specified in Section 2.3, SIGNIFICANT DATES.
- _____ 17. Any and all modifications or corrections to the ORIGINAL are made in ink and initialed in ink by the person signing the proposal for the Offeror.
- _____ 18. All changes that are made to the ORIGINAL are legible and the initials are recognizable.
- _____ 19. All changes that are made to the ORIGINAL also appear in all copies of the proposal.

Part 3: Reference Checking Review

- _____ 20. The Proposal has passed the Proposal Review Committee (PRC) procedure for Staff Checking for personal references and employment verification of people for whom résumés were submitted.
- _____ 21. The Proposal has passed the PRC procedure for Business Checking for review of the financial background and verification of client references whose names were submitted.
- _____ 22. The Proposal has passed the PRC procedure for Subcontractor Checking for employment verification of people for whose résumés were submitted with this RFP, for verification of subcontractor client references, and for subcontractor financial background.

Part 4: Preliminary Content Review

- _____ 23. Section II, EXECUTIVE SUMMARY, provides an overview of the entire proposal.

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APPENDIX E

24. Section III, PROJECT APPROACH, WORK PLAN AND SCHEDULE, includes a description of the approach, a work plan and a detailed schedule.
25. Section IV, ORGANIZATION AND STAFFING, includes the following:
- a. An organization chart showing the chain of authority and responsibility of the Offeror's project personnel.
 - b. Descriptions of projects completed by the Offeror and, for each, includes the client's name, a brief description of the project, the time period of the project and the computer environment used.
26. Section V, OFFEROR BACKGROUND AND EXPERIENCE, identifies any litigation currently impacting the Offeror. If there is no litigation, a statement to that effect is included.
27. Section VI, PRICE, contains a detailed breakdown of the total price as specified in Section 5.3.8, Price.
28. Section VII, CERTIFICATION, contains the following statements:
- a. The prices and cost data were arrived at independently, without consultation, communication, or agreement with any other Offeror or competitor.
 - b. Unless otherwise required by law, the prices and cost data which were submitted have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
 - c. No attempt was made or will be made by the Offeror to induce any other person or firm to submit or not to submit a price for the purpose of restricting competition.
 - d. The proposal shall remain in effect for six (6) months following the date that Proposals are due.

402324

APPENDIX F

LETTER OF NON-DISCLOSURE

Date: _____

Department of Accounting and General Services
Information and Communication Services Division
1151 Punchbowl Street
Honolulu, HI 96813

Dear Sirs:

The undersigned agrees that SDM/Structured (hereinafter PRODUCT) is a proprietary product owned by AGS Management Systems, Inc. and has no right to the PRODUCT except to use it in connection with system development, maintenance, or enhancement work and preparation of bid/proposal for such a project. All reasonable precautions to ensure the full confidentiality of this PRODUCT and any modification thereto or derivatives therefrom will be taken.

The undersigned further agrees to the following:

1. The PRODUCT shall not be copied or duplicated nor disclosed to any one except the employees of the STATE OF HAWAII in connection with their work for the specified project.
2. The PRODUCT or any derivatives shall not be used to compete against AGS Management Systems, Inc. nor for any other purposes except in relation to the work for the specified project.
3. The undersigned shall have no right to any modifications to or derivatives from the PRODUCT which are produced under the project.
4. All PRODUCT documents and materials shall be returned and no copies retained. All PRODUCT documents or materials shall be delivered to the State no later than the completion date of the project or earlier termination of the date bid/proposal submissions are due, as the case may be.
5. All notes, memoranda, or work papers which are prepared for work under the project and which discuss or relate to the PRODUCT shall be delivered to the State. The delivery shall occur no later than the completion date of the project or earlier termination of the date bid/proposal submissions are due, as the case may be.

AGREED TO BY:

Company Name _____ Address _____

Authorized Signature _____ City, ST. ZIP _____

Print Name _____

Title _____

Date _____

402325

APPENDIX G

ADDENDUM LOG

The following Addenda have been issued:

<u>Addendum-id</u>	<u>Addendum Title</u>	<u>Issue Date</u>
--------------------	-----------------------	-------------------

No Addenda issued.

End-of-log-entries.

402326

APPENDIX H

GLOSSARY

This Glossary is organized into two parts, each of which is in alphabetical sequence:

ACRONYMS AND ABBREVIATIONS

H.A.R.	Hawaii Administrative Rules
HRS	Hawaii Revised Statutes
HST	Hawaiian Standard Time
ICSD	Information and Communication Services Division, DAGS
IFB	Invitation for Bid
PC	Personal Computer
PRC	Proposal Review Committee
RFP	Request for Proposals
PSB	Production Services Branch of ICSD, DAGS
SSB	Systems Services Branch of ICSD, DAGS
UPS	Uninterrupted Power Supply

TERMS AND DEFINITIONS

Best and Final Offer

The last opportunity for a Priority Listed Offeror to modify the Proposal with respect to price, terms, technical requirements, and additional enhancements over and above requirements.

Central Computing Site, or Central Site

The computer facility located in the State's Kalanimoku Building.

the Department

The Department of Accounting and General Services.

DP Coordinator, or Data Processing Coordinator

The departmental or agency employee that a department or agency designates to be the person through whom all technical and data processing communication with ICSD is performed.

Issuing Officer

The individual within the Department who is responsible for preparing, advertising, and issuing specifications for an IFB or RFP; and who is responsible for making the recommendation to proceed with the procurement process.

Offeror

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APPENDIX H

An individual Contractor or Contractor Firm who submits a bid or proposal in response to an IFB or RFP.

Procurement Officer

The Comptroller of DAGS, or the individual within the Department who is delegated by the Comptroller. The Procurement Officer is responsible for making all procurement decisions relating to the IFB or RFP.

Proposal Review Committee, or PRC

The person or group of individuals selected or appointed by the Issuing Officer who will perform the review and evaluation of proposals, and make recommendations to the Issuing Officer regarding the selection of a proposal.

SDM/Structured

The State's Executive Branch standard methodology used in developing computer applications systems.

State, or the State

The State of Hawaii.

Technical Point Response

The cross reference listing which is generated by the Offeror on form ICSD A-154, TECHNICAL POINT RESPONSE WORKSHEET. It is submitted with the Proposal as an Attachment. It details the page location(s) in the Proposal, which address the RFP or IFB specification or requirement. It is a point by point cross reference. If the specification is NOT addressed in the Proposal but is covered elsewhere in the submission, the name of the reference manual or document is listed along with the associated page number(s).

402328

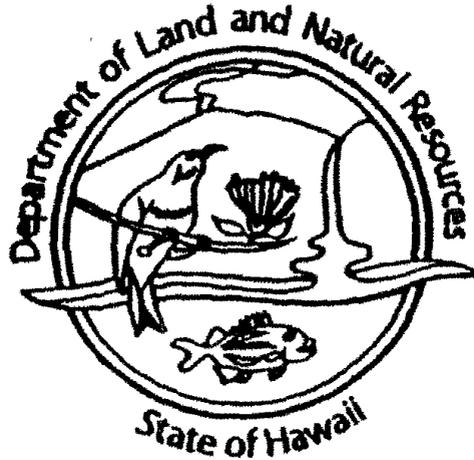
APPENDIX I

ORGANIZATIONAL CHART

The following Organizational chart included in this Appendix is meant for informational purposes only.

402329

DEPARTMENT OF LAND AND NATURAL RESOURCES



1997 (unofficial)

ORGANIZATION CHARTS

POSITION ORGANIZATION CHARTS

FUNCTIONAL STATEMENTS

402330

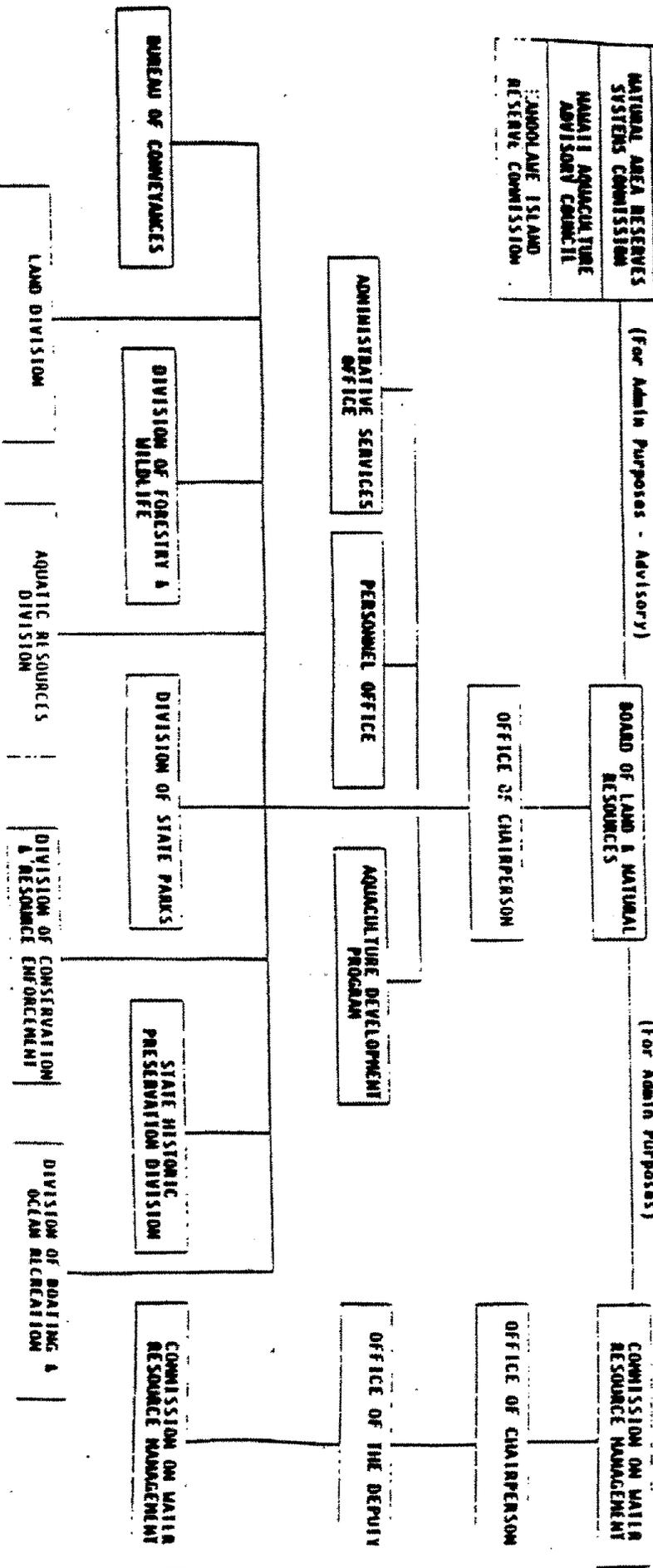
402331

ANIMAL SPECIES ADVISORY COMMISSION
HAWAII HISTORIC PLACES REVIEW BOARD
NATURAL AREA RESERVES SYSTEMS COMMISSION
HAWAII AQUACULTURE ADVISORY COUNCIL
KAHOOLAWE ISLAND RESERVE COMMISSION

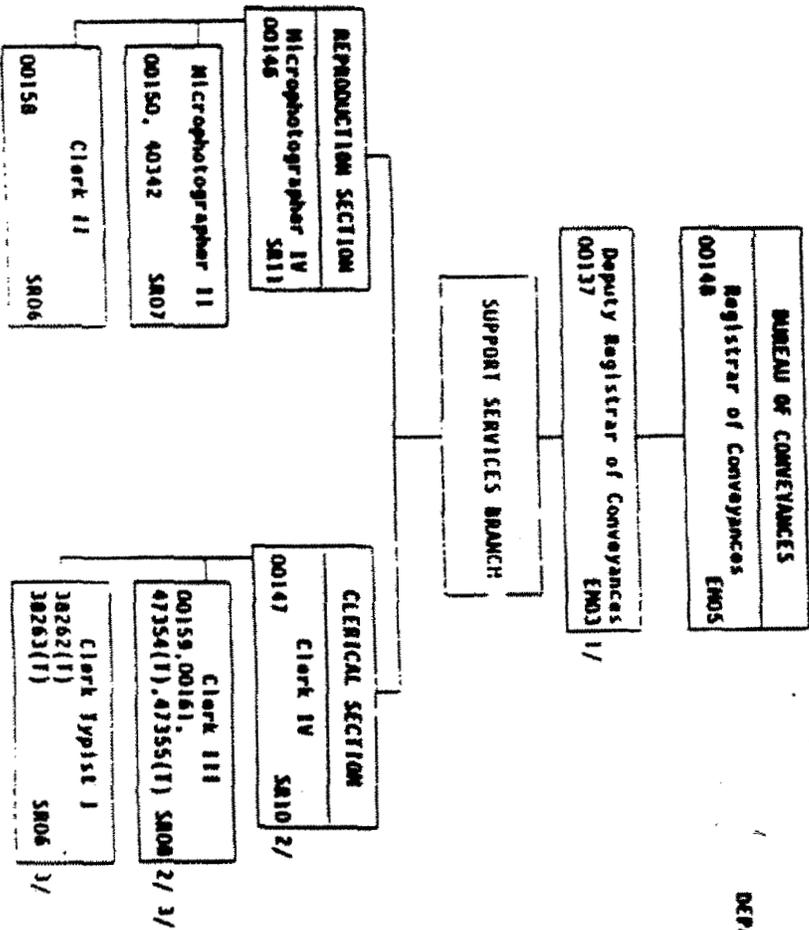
STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
PLAN OF ORGANIZATION

(For Admin Purposes - Advisory)

(For Admin Purposes)



STATE OF HAWAII
 DEPARTMENT OF LAND & NATURAL RESOURCES
 BUREAU OF CONVEYANCES
 SUPPORT SERVICES BRANCH
 POSITION ORGANIZATION CHART

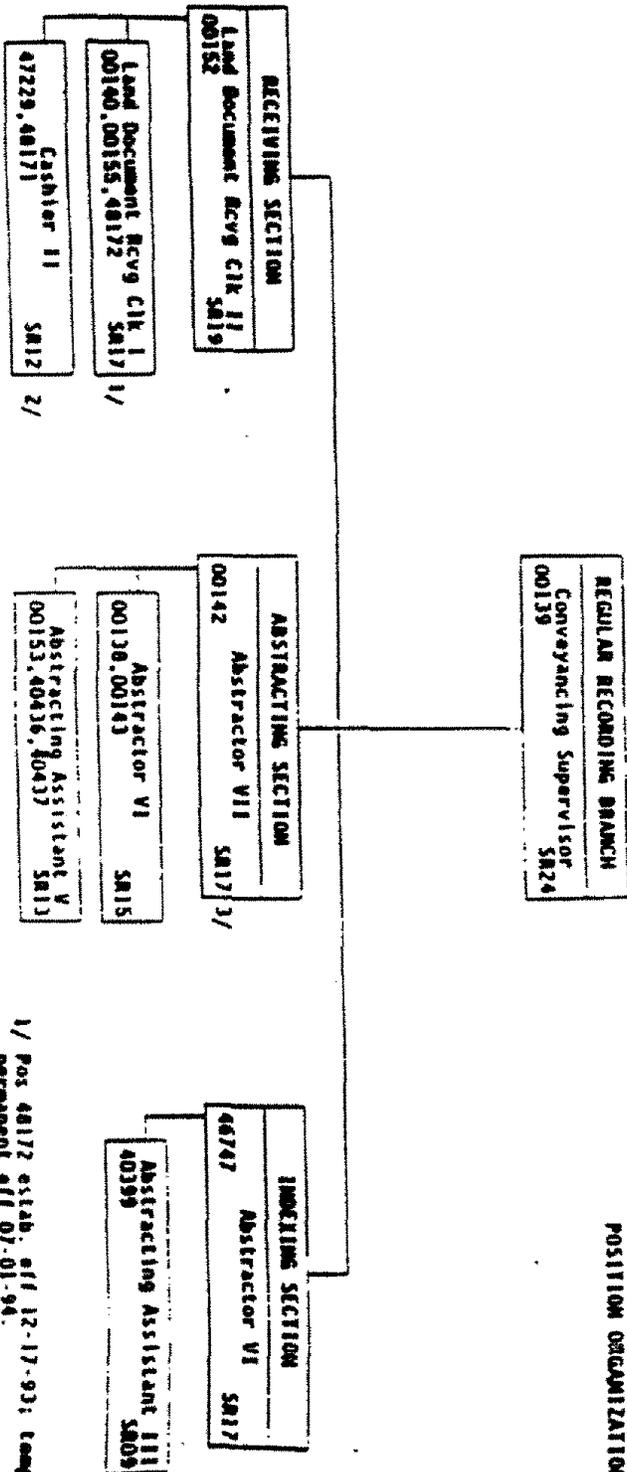


1/ Pos 00137 reall eff 04-01-93.
 2/ Pos 00147, 00159, 00161
 reduce eff 04-01-93.
 3/ Temp pos NTC 06-30-98.

Pos 47356 abol. 01-05-96.
 Pos 24160(T) abol. 03-08-96.
 Pos 93024C abol. 95-97 biennial.

402332

STATE OF HAWAII
 DEPARTMENT OF LAND & NATURAL RESOURCES
 BUREAU OF CONVEYANCES
 REGULAR RECORDING BRANCH
 POSITION ORGANIZATION CHART

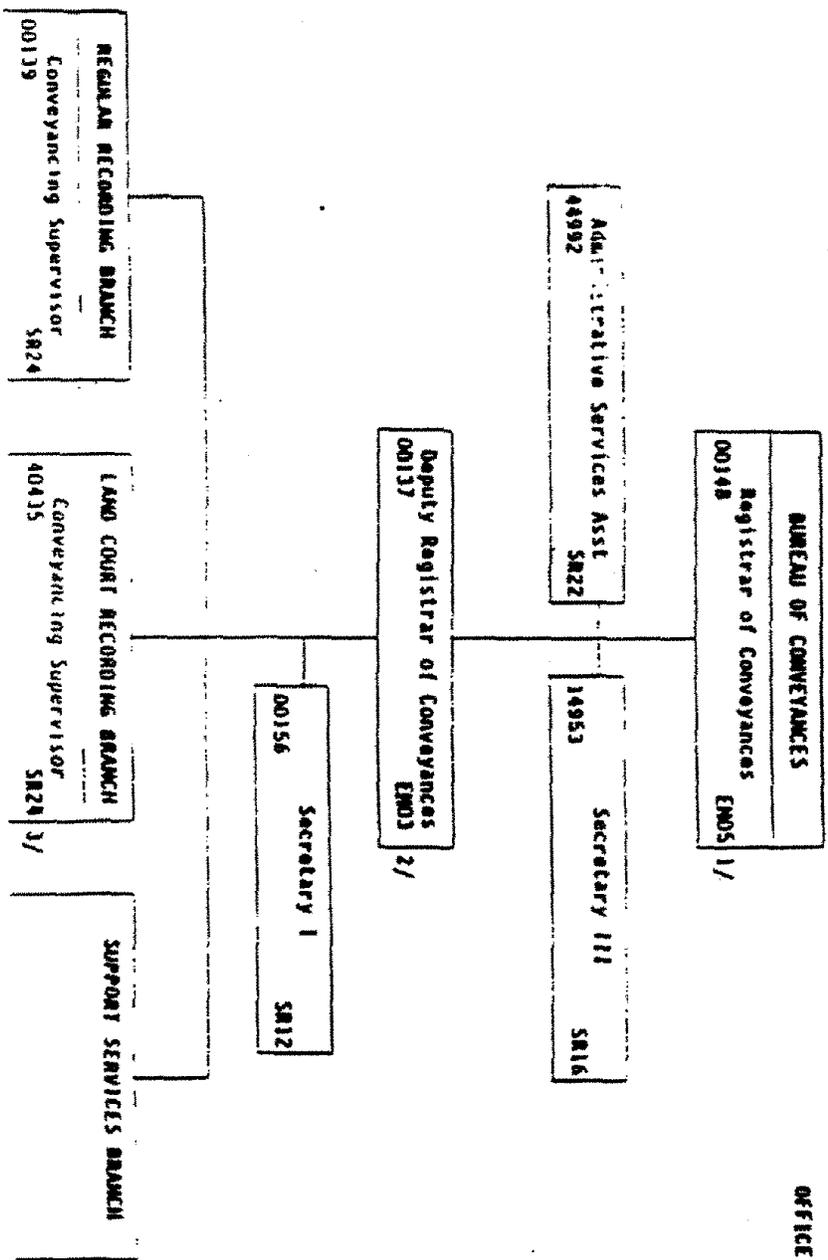


402334

- 1/ Pos 40172 estab. eff 12-17-93; temp pos converted to permanent eff 07-01-94.
 - 2/ Pos 40171 estab. eff 12-20-93; temp pos converted to permanent eff 07-01-95.
 - 3/ Pos 00142 reallocated eff 04-01-92.
- Corrected location of pos 40437 to Land Ct Rec Br/ld Ct Rec Sec as per position description.
 Pos 01735 abol 08-01-95.
 Pos 00135 redesign and moved to Land Court Recording Branch, Document Review Section 2.
 Pos 00149 abol 01-20-95.
 Pos 15645 abol 01-05-96.

402335

STATE OF HAWAII
DEPARTMENT OF LAND & NATURAL RESOURCES
BUREAU OF CONVEYANCES
OFFICE OF THE REGISTRAR OF CONVEYANCES
POSITION ORGANIZATION CHART



1/ to be redesignated.
2/ Pos 00137 reall eff 04 01 91
3/ Pos 40435 title change eff 01 01 91

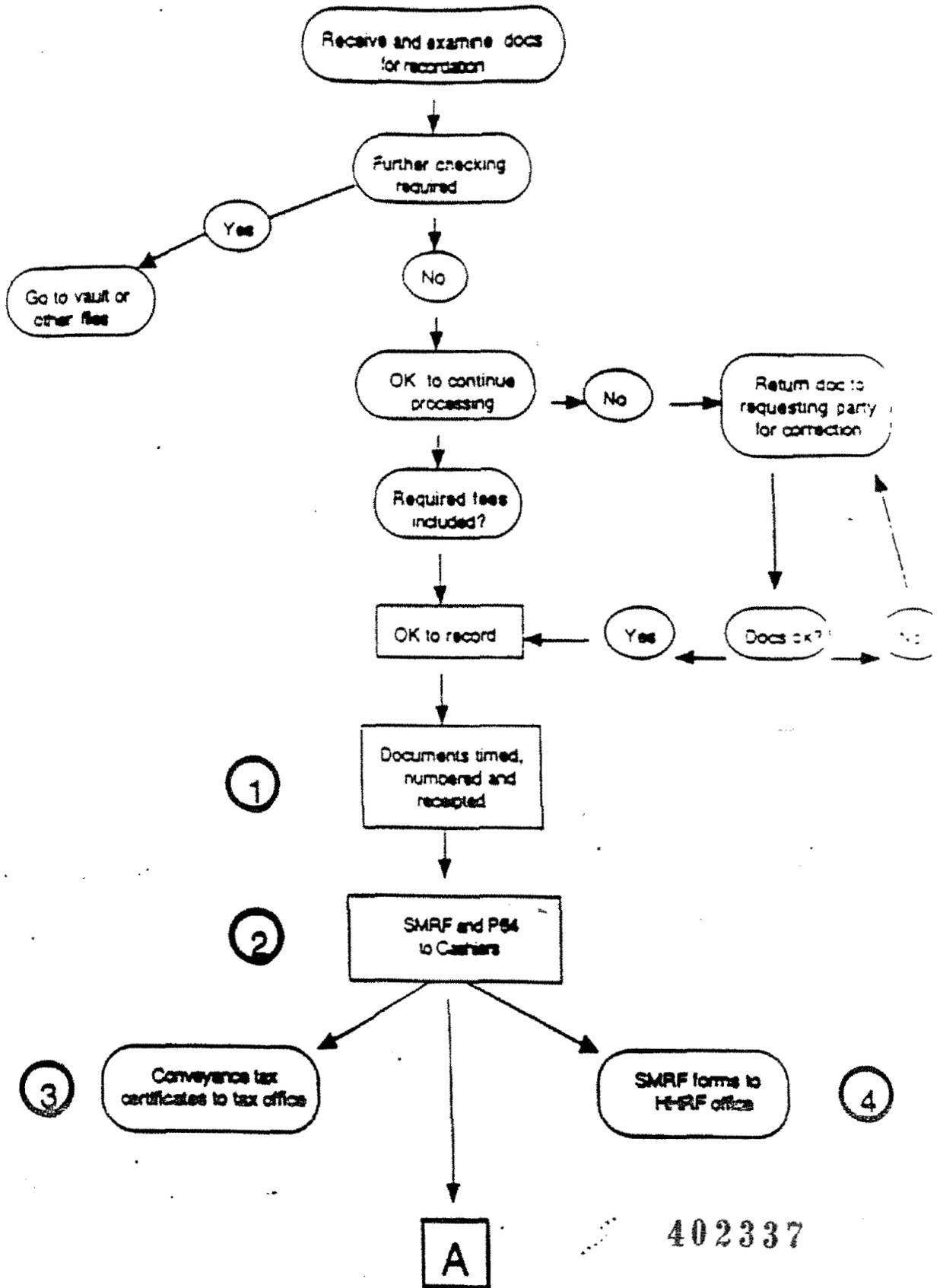
APPENDIX J

BOC Information Flow Defined by User

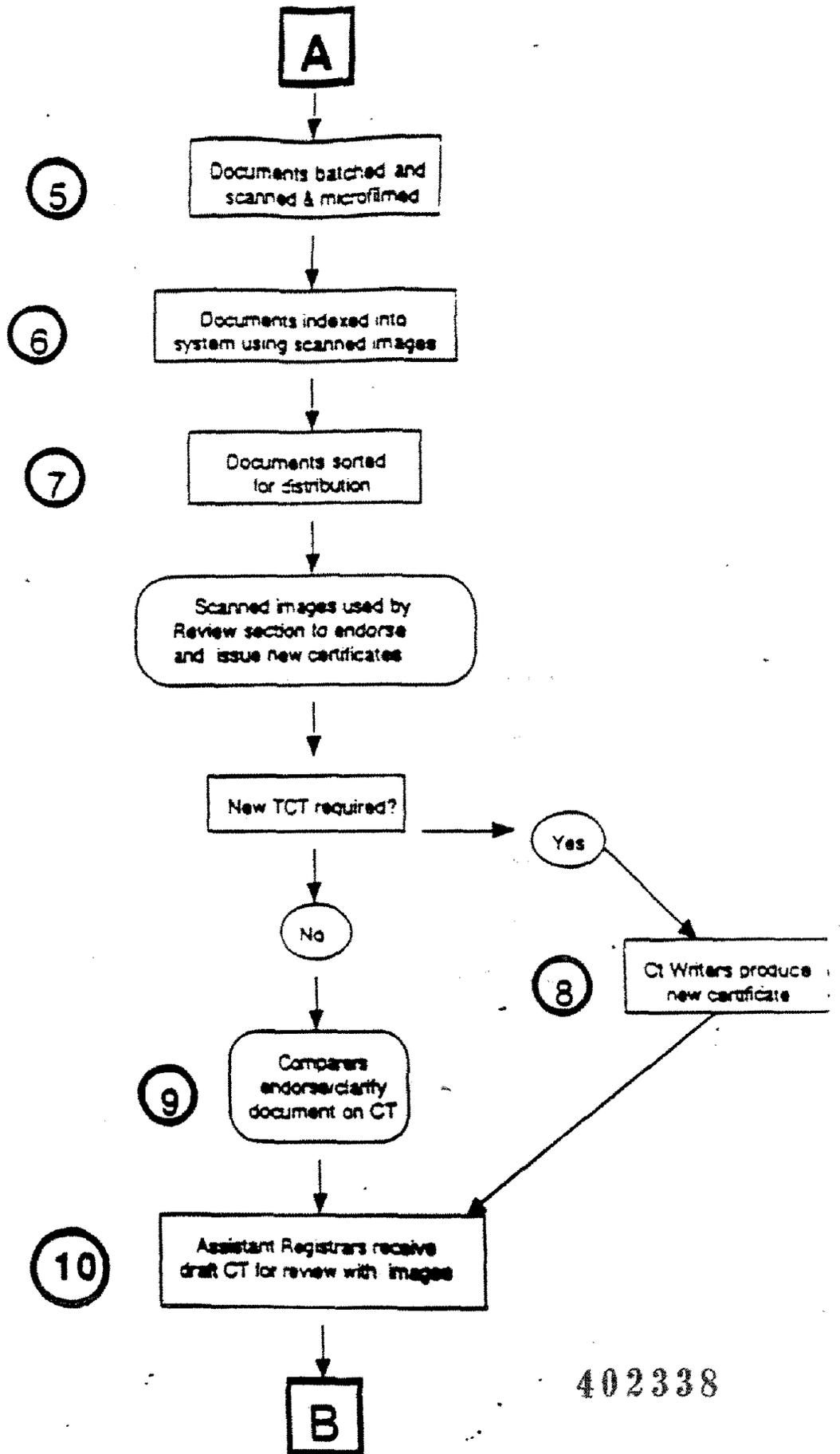
The BOC Information Flow is included in this appendix as a separate document that follows.

402336

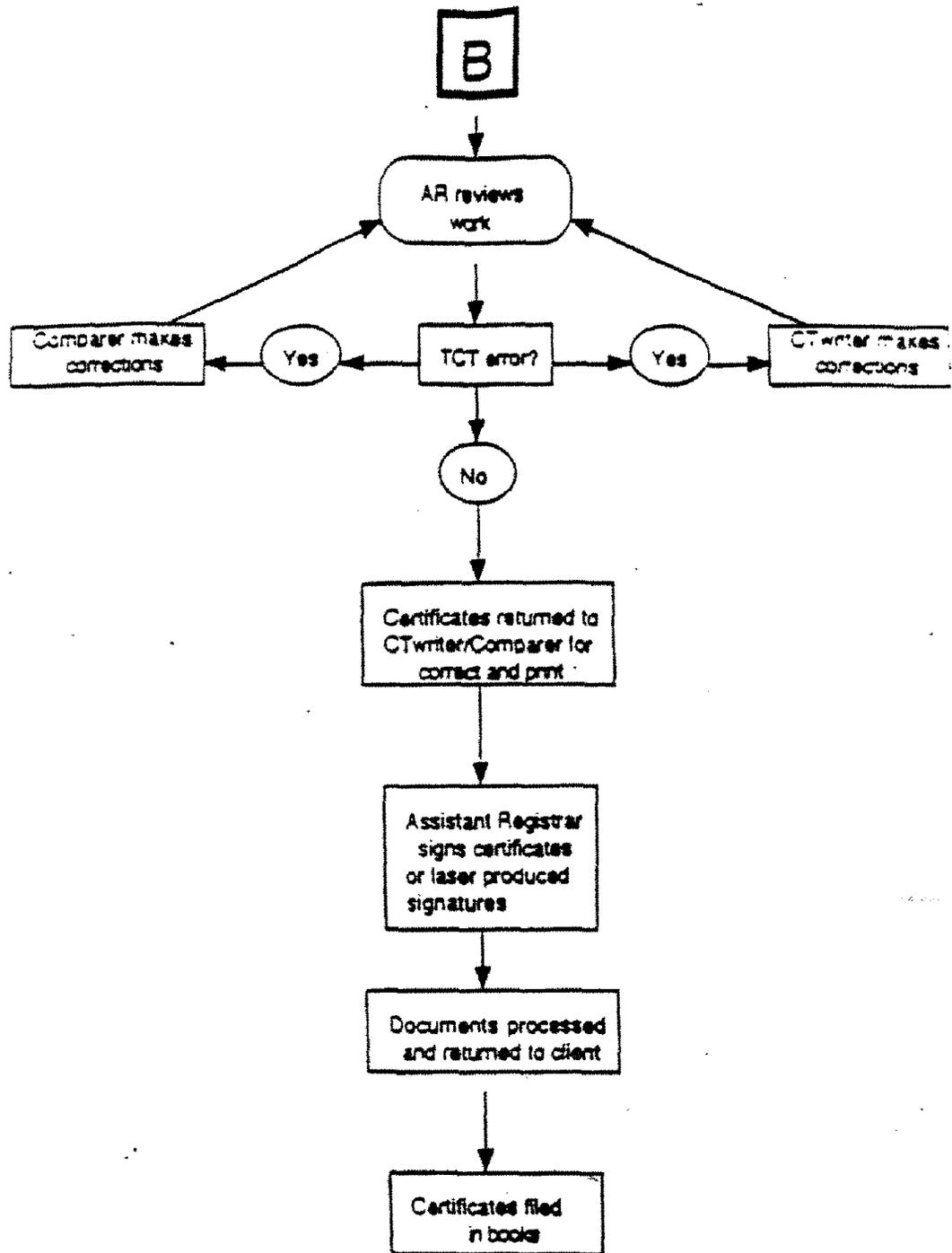
DOCUMENT FLOW



402337



402338



402339

INFORMATION SCREEN

Date: 00/00/00

Time: 00:00

Recording System (L/R/D) _____

Date of Document: 00/00/0000

Document Class _____ Number of Labels _____
of Documents: _____ Document #/s: _____

Issue Number of Certificates: _____ C/Ts: _____
Noted on Certificate: _____

Fees: _____ Island Code: _____ Consideration: _____
Penalty/Int: _____
Amount: _____

PROPERTY DESCRIPTION: Island Code: _____
Tax Map Key: / _____ Lot: _____ Map: _____ FP: _____ App: _____
Apt: _____ Map: _____ T.S Week: _____ Project: _____
Purpose: _____ int: _____

Locator: _____

Grantor: Last: _____ First: _____ Middle: _____
Grantor: Last: _____ First: _____ Middle: _____
Grantor: Last: _____ First: _____ Middle: _____

Additional screens: _____

Grantee: Last: _____ First: _____ Middle: _____
& _____: Last: _____ First: _____ Middle: _____
Address: _____ City: _____ ST: _____ Zip: _____

Grantee: Last: _____ First: _____ Middle: _____
& _____: Last: _____ First: _____ Middle: _____
Address: _____ City: _____ ST: _____ Zip: _____

Additional screens: _____

402340

1 Documents timed and numbered

a. The following screen would appear when labels are to be issued:

INFORMATION SCREEN

a-1 Date: 00/00/0000 Time: 00:00
a-1a Company: _____ Job #: _____

Date of Document: 00/00/00 a-2

Recording System a-3 Document Class a-4 Number of Labels a-5
of Documents: a-6 Document #/s: a-7, _____, _____

Issue Number of Certificates: a-8 C/Ts: a-9, _____, _____
Noted on Certificate: a-10, _____

Fees: a-11 Island Code: a-12 Consideration: a-13
Penalty/Int: a-14
Amount: a-15

Locator: a-16

Tax Map Key: / - - - - Lot: _____ Map: _____ FP: _____ App: _____
Apt: _____ Map: _____ T/S Week: _____ Project: _____
Purpose: _____ Int: _____

Grantor: Last: _____ First: _____ Middle: _____
Grantor: Last: _____ First: _____ Middle: _____
Grantor: Last: _____ First: _____ Middle: _____

Additional screens: _____

Grantee: Last: _____ First: _____ Middle: _____
& _____: Last: _____ First: _____ Middle: _____
Address: _____ City: _____ ST: _____ Zip: _____

Grantee: Last: _____ First: _____ Middle: _____
& _____: Last: _____ First: _____ Middle: _____
Address: _____ City: _____ ST: _____ Zip: _____

Additional screens: _____

402341

b. **Highlighted area will be completed**

- a-1 Date and time will be computer generated and defaulted to 00 00. TAB to "Date" to change. After change to Date, TAB to Time to change. Time is based on twenty four (24) hours. ENTER. If no changes to "Date or Time", TAB to Company (a-1a).
*** Although time is on 24 hour clock, time on labels will be reflected by AM or PM.
- a-1a Insert name of payer (system will not allow user to proceed if payer is on bad check list), press ENTER to move to Date of Document (a-2).
- a-2 Type in Date of Document, ENTER
- a-3 Select system "R" or "L" or "D" and TAB to a-4. "D" will freeze clock so labels being generated for "L" and "R" will have same time.
- a-4 Select Document Class, "D" for deed, "M" for mortgage etc. "LCO" will indicate Land Court Order and system will issue sequential number for LCO files. "DEC" will indicate Decree and system will issue sequential number from Decree files. ENTER if single label is desired. If not, TAB to a-5.
- a-5 Field is defaulted to "1". For multiple labels for the same type of document, type in number of labels requested. Computer will generate number of labels requested in sequential order. Example: Number of labels requested is "5". Beginning with number 97-12345, the computer will generate five labels through document number 97-12349. ENTER
- a-6 Field is defaulted to "1". For multiple documents on a single label, type in number. Example: Assignment of Security with two consents. Type in "3" (three). The computer prints single label with three numbers. ENTER to highlight a-7.
- a-7 Assigned document numbers will appear. ENTER. For "R" (Regular system), cursor will prompt to a-11. For "L" (Land Court), cursor will prompt to a-8.
- a-8 Field defaulted to "1". Type number of certificates requested up to three (3). If more than three, type "AH" for as listed herein. ENTER and computer issued certificates will appear in a-9. ENTER to a-10.
- a-10 Type in certificate number of affected certificate. If more than two, type in "AH". ENTER to a-11.
- a-11 "Fees" defaults to "N" and if changed will require information in a-12, a-13, a-14, a-5. Type in "C" for conveyance tax or "S" for

special mortgage recording fee, ENTER. Curser will go to a-12

If no fees are collected, ENTER and curser will move to a-16.

- a-12 Type in island code, 1 for Oahu, 2 for Maui, 3 for Hawaii and 4 for Kauai, 9 if exempt, ENTER. Curser will go to a-13.
- a-13 Type in amount. Use decimal to reflect cents. Do not use commas, i.e 123435.88. System will compute amount of fee. Ten cents (\$.10) per hundred of consideration for conveyance tax and 1/10 of 1% of the mortgage amount for SMRF. TAB to a-14 to add penalty and ENTER. If no penalty, ENTER. Amount of fees will be shown on a-15. Compare to client computed amount to for any difference. If none, ENTER, curser will move to a-16.
- a-16 Type in Locator. Upon completion, ENTER to print label. Labels will be laser printed at workstation. Label will have bar code that will hold information as document number, time, date, etc.

Land Court Label

STATE OF HAWAII
OFFICE OF THE ASSISTANT REGISTRAR

Nov 24, 1983 08:01 AM

Doc No (sl) 2220001
on Certificate 234,443

Issuance of Cert (sl) 444,112

/s/ JOHN H. SMITH
ASSISTANT REGISTRAR
[[[Bar Code]]]

Regular System Label

STATE OF HAWAII
BUREAU OF CONVEYANCES

Nov 24, 1983 08:01 AM

Doc No (sl) 93-102348

/s/ JOHN H. SMITH
REGISTRAR OF CONVEYANCES
[[[Bar Code]]]

**** SEE ATTACHED SAMPLE ****

402343

Apt/Lot# b-6 Int b-6 Segment

Reg mm dd yy a-1

Seq No (aa) will be issued by system
Description (bb) will appear based on a-4
Releases (cc) and Released (dd) works with each other
Information needs to be keyed in

- c. Reports generated by label information:
 - 1. Daily recording activity
 - a. Certificate sequence, noted on and issuance
 - b. Year to date totals of issued labels, certificates, LCCs
 - c. Collections for conveyance tax and SMRF fee
 - d. Void labels
 - e. Total good daily issuances
- d. Ability to maintain labels by recalling date, label number or document number

MAINTAIN CONVEYANCE FILE

System: d-1 Date: mm dd yy d-2 Label d-3 Void ? Time:

Document No: d-4

Thru:

Order No: d-5

Thru:

Cert Issuance:

Thru:

Decree No: d-6

Noted on Cert:

Fees: d-7

Consideration:

Penalty/Int:

Amount:

Island:

Tax Office Printed:

Receipt No:

402345

- d-1 Type in R or L to indicate system inquiry, TAB to d-2
- d-2 Type in date, TAB to d-3
- d-3 Type in label number, ENTER.
Label information will be displayed. If fees are collected, a "C" or "S" will be displayed in d-7.

If label number is unknown, TAB to the respective field, i.e Document No. (d-4), Order No. (d-5) or Decree No. (D-6) and ENTER.
Label information will be displayed. If fees are collected, a "C" or "S" will be displayed in d-7.

THIS PROGRAM WILL ALLOW FOR CHANGES TO LABEL INFORMATION

- e. Ability to reprint labels

REPRINT LABELS

System: e-1 Date: mm dd yy e-2 Label: e-3

- e-1 Type in "R" or "L", JUMP or TAB to e-2
- e-2 Type in date, JUMP or TAB to e-3
- e-3 Type in label number, ENTER

NEW LABEL WILL BE PRINTED.

402346

- 2 Cashiers functions. Cashiering function to be limited to ringing up certified copies, map requests, change, deposits, etc.

Bureau of Conveyances - Cash Register

Date: mm dd ceyy h-1
 Company Code: h-3
 Job Number: h-4
 Company Name: h-5

Register # S - h-2

Total:

Balance	Seq	Source	Isle	Doc #	Qty	Amount
---------	-----	--------	------	-------	-----	--------

- h-1 Type in date, JUMP or TAB to h-3
- h-2 Register receipt number will be sequentially issued by system
- h-3 Type in company code if in glossary, TAB
- h-4 Type in job number, if any. TAB
- h-5 Company name will appear if h-3 is inserted. If not, type in company name. TAB *** If name appears on bad check list, system will not allow cashier to proceed.

Register information will appear and process of ringing up will begin.

b. Reports generated by cashier activity:

1. Month end summary of collections
 - a. Ability to reflect journal voucher adjustments to date of JV or current month that automatically adjusts month end totals that are carried over to succeeding month.
2. Label not receipted
3. Account receivable billing
4. Final daily summary
5. Daily and monthly SMRE collections
6. Daily and monthly conveyance tax collections
7. Charged documents @ \$2.00. Amount to be jv'd to special fund.
8. Capture of figures for annual reporting purposes.

ANY CHANGES TO DAILY FIGURES WILL IMPACT MONTH END REPORT.

3 Conveyance tax certificate to tax office

- a. Conveyance tax collections are audited against P-64A forms submitted with payments. P-64A and P-64B are bundled and forwarded to Tax office by cashiers.

402348

4 SMRF forms to Hurricane Relief Fund office

- a. SMRF collections are audited against forms submitted with payments. Forms along with collection report are forwarded to Hawaii Hurricane Relief Fund office by cashiers.

402349

5 Documents microfilmed/scanned and processed in-house

- a. Responsibility of scanning and processing microfilm will be BOC.
- b. Documents need to be concurrently microfilmed for archival purposes subject to production responsibilities.
- c. Microfilmed information to be converted to optical disc or see item b.
- d. Bar code on label to provide document reference for scanning and microfilm access.

Information scanned will be dropped into database providing the following information:

Grantor
Grantee
Marital status of grantee
Grantee address
Description of property
 Lot/File Plan
 Lot/Application
 Tax Map Key

Type of document

DIGITIZED IMAGE CAN BE RETRIEVED BY REMOTE ACCESS OR IN PUBLIC REFERENCE USING DOCUMENT NUMBER REFERENCE.

6 Indexing section receives docs to verify

a. Document numbers are keyed in and the following information is already in the system:

•• Completed information appears on screen.

Highlighted areas to be worked for multiple grantors, grantees, parcels, etc.

1. Conveyance tax purchased ••
2. Hurricane Relief Fund fee paid ••
3. Noted on certificate number ### (doc attaches to current certificate)
4. New issuance number ###
5. Date and time of recording ••
6. Document class ###
7. Grantor ###
8. Grantee and address ###
9. Property description ###

INFORMATION SCREEN

Date: 00/00/00

Time: 00:00

Recording System ____ Document Class ____ Number of Labels ____
of Documents: ____ Document #/s: _____

Issue Number of Certificates: ____ C/Ts: _____
Noted on Certificate: _____

Fees: ____ Island Code: ____ Consideration: _____
Penalty/Int: _____
Amount: _____

Date of Document: 00/00/00

Grantor: Last: b-1 First: _____ Middle: _____
Grantor: Last: _____ First: _____ Middle: _____
Grantor: Last: _____ First: _____ Middle: _____

Additional screens: b-2

Grantee: Last: b-3 First: _____ Middle: _____
& b-4 : Last: _____ First: _____ Middle: _____

Cite purpose, i.e. document being released, amended, etc. Upon completion, ENTER. Island codes will be alpha for various islands O-Oahu, H-Hawaii, M-Maui, K-Kauai, N-Niihau, X-Molokai

INDEXES ARE NOW AUDITED. INFORMATION FROM THE GENERAL INDEXES CAN BE ACCESSED BY REMOTE BY RUNNING OF THE GRANTOR/GRANTEE.

LAND COURT INDEX						
CLASS	GRANTOR	GRANTEE	DOCUMENT	CERTIFICATE	DESCRIPTION	ISLAND
a-4	a-1/NAME	a-2/NAME	a-7	a-6	a-16/a-b	a-12
a-b a "D" or "LCS" FOR NAME						

REGULAR SYSTEM INDEX						
CLASS	GRANTOR	GRANTEE	DOCUMENT	DATE	DESCRIPTION	ISLAND
a-4	a-1/NAME	a-2/NAME	a-7	a-1	a-16/a-b	a-12

***** If a-4 is a mortgage (M), information will be fed to search module to update release information. When "REL" is entered, information will go to same search module and affect mortgage indicated by a-16. Information will be picked up as shown in Process 2 and 3.

402353

- c-2 Type certificate number, TAB
- c-3 Type locator. If additional screen is necessary, TAB to c-4. If not, ENTER
- c-4 Type "Y", ENTER. Additional screen will appear. Begin repeating c-2, c-3. ENTER upon completion.

Information will be dropped to respective certificate

402355

7 Documents sorted for distribution

- a. Regular system documents sent to Will Call for distribution.
- b. Land Court documents returned to vault to await final certification.
- c. *Potential of establishing this section as a record search section for certified copies and "RUSH" desk that is also responsible for the Public Reference Room.*
 - 1. Certified copies and maps
 - 2. Record searches (name, tmk, etc.)
 - 3. Pull out documents to RUSH.
 - 4. Sort documents for return
 - 5. Pick up and mail documents
 - 6. Pull books, if necessary
 - 7.

402356

8 Yes-Ct writer produces new certificates

- a. CTwriter calls up new certificate number and the following information appears: (enhancement to present system)

From Cert# a-10 CT# a-9
Document# a-7 Last change by
Issue a-1 by /AR
Owner (s) Name and Address (es) (GL Key)
b-3 & b-5

Ownership hh

Land Court # b-6 (application or consolidation)
Lot # b-6 Area: hhhh Map # a-16c Apartment # a-16f
Tax Map Key / - b-6 Condo Map# a-16g Int: a-16k

1. Canceled certificate
 2. Document and date creating new issue
 3. Lot description and tax map key
 4. Grantee and address
 5. Encumbrances affecting new issuance
- b. CTwriter will complete/correct the following information:
1. Tax key information
 2. Grantee name and address
 3. Locators on new encumbrance
 4. Clarify completeness of encumbrance
 5. Tenancy (*hh*) and Area (*hhhh*)

402357

9 Endorse/clarify document on original certificate

a. Comparer will call up certificate and search for document number. When the document is recalled, the following will appear:

1. Document class
2. Date of recording
3. Mortgagee's name
4. Document to be released
5. Name of assignee
6. Locators

Enter / Update Encumbrance Information Only

From Cert# a-10

CT# a-9 or c-

Document# a-7

Last change by

Issue a-1 by /AR

Seq No	Document No	Document Class Code & Description	Releases Document	Released by Document
<u>aa</u>	<u>a-7</u>	<u>a-4</u>	<u>bb</u>	<u>cc</u>
GL	<u> </u>	In Favor of <u>b-1/b-2/scan</u>	<u> </u>	<u>dd</u>

Apt/Lot# a-16 Int a-16 Segment

Reg mm dd yy a-1

b. Comparer will review documents and clarify information against information contained in system.

c. Comparer will complete cc and dd. aa is sequence issued by system. bb is a glossary item based on a-4.

402358

10 Assistant Registrar receives docs and CTs for review

- a. AR will be able to view document and CT on split screen based on documents being scanned to optical disk
 - 1. AR will make necessary corrections to CT upon review of doc
 - 2. Functions will be similar to present practice
 - 3. Print new certificates with laser printed signatures.
- b. After final certification by AR, documents processed and forwarded to Will Call for distribution.

402359

SEARCH PROGRAMS

Once information on the transaction has been keyed in, access to this information is available through each workstation. The information will be transmitted to specific search modules to provide information based on specific requests.

1. This same information will be downloaded to the respective title plants eliminating need for production of magnetic tapes each day.
2. General indexes will be provided by an on-line system eliminating the need for microfiche information.
3. Documents can be viewed through digitized images at worksites eliminating need to view microfilmed images. Prints can be made of images eliminating need to stand up and proceed to microfilm reader/printer to make copies.
4. Information is on-line on a daily basis and can be accessed from remote sites.
5. Searching capabilities are enhanced.
6. Viewed documents can be printed by pressing "P"

SEARCH MODULES

1. Grantor/Grantee
2. Land Court Document
3. Regular System Document
4. Condo Map / Apt
5. File Plan / Lot
6. Certificate of Title
7. Tax Map Key
8. Application / Lot
9. Miscellaneous
 - a. mortgages
 - b. tax liens/releases

402360

1. Grantor / Grantee Index

[Grantor / Grantee Search]
[Name: _____]
[(Last name first, partial names are OK)]

- a. Grantor/Grantee Index will provide all listings involving party being searched.
- b. From the listing, move cursor to name of party. ENTER

[Name: _____]

Date	L/R	Document	G/G	Class
12/01/83	Regular	17491/302	Grantor	FS
08/09/91	Land Court	1234359	Grantee	D
04/17/93	Land Court	1843676	Grantor	D

- a. Move highlighter to document to be reviewed. ENTER

[Regular System
[Document: 83-135465 Date: 12/01/83 Class: FS
[Certificate: Book: 17491 Page: 302
[Description: Island:
[Grantor:
[Grantee:

*** NOTE: Document references in Regular System must reflect Liber and Page prior to 1990. Document references utilizing year and document number did not begin until 1990.

Press "V" to view document or ESC to previous screen

402361

2. Land Court Document

[Land Court Document]

[Document Number: _____]

Type in number, ENTER

[*Land Court System*

[Document:	Date:	Class:
[Certificate:	Book:	Page:
[Description:		Island:

[Grantor:

[Grantee:

Press "V" to view document or ESC to previous screen

402362

2. Con't ** If Land Court search involves a mortgage, there will be an additional field to reflect the recorded release.

[Land Court System]

[Document Number: _____]

Type in number, ENTER

[
[*Land Court System*
[Document: 1329090 Date: 03//03/93 Class: M
[Certificate: 256987 Book: Page:
[Description: Apt 34 Map 002 Island: 1
[
[Grantor:
[Grantee:
[
[Released by Document: 2034567 Date: 03/03/97
[]

Press "V" to view document or ESC to previous screen.

402363

3. Regular System Document

[Regular System Document]
[Document Number: _____]

Type in number, ENTER

**System sensitive to "/" in 17491/302 to search under Liber and Page. Will search current numbering system of 97-0011239.

<i>Regular System</i>		
Document:	Date:	Class:
Certificate:	Book:	Page:
Description:		Island:
Grantor:		
Grantee:		

Press "V" to view document or ESC to previous screen

402364

3. Con't ** If Regular System search involves a mortgage, there will be an additional field to reflect the recorded release.

[Regular System Document]
[Document Number: _____]

Type in number, ENTER

**System sensitive to "/" in 17491/302 to search under Liber and Page. Will search current numbering system of 97-CO11239.

[
[*Regular System*
[Document: 93-0123444 Date: 03//03/93 Class: M
[Certificate: Book: Page:
[Description: Island:
[
[Grantor:
[Grantee:
[
[Released by Document: 97-0098765 Date: 03/03/97
[

Press "V" to view document or ESC to previous screen

402365

4. Condo Map and Apt

[Condo Map and Apartment]
[System: L or R Condo Map: _____ Apt: _____]

Type in number, ENTER

[Condo Map and Apt]
[*Land Court or Regular System*
[Condo Map: _____ Apt: _____]

Date	L/R	Document	Class
12/01/83	Regular	17491/302	FS
08/09/91	Land Court	1234359	D
04/17/93	Land Court	1843676	D

Move highlighter to document to be reviewed, ENTER

[*Regular System or Land Court*
[Document: _____ Date: _____ Class: _____
[Certificate: _____ Book: _____ Page: _____
[Description: _____ Island: _____
[Grantor: _____
[Grantee: _____]

Press "V" to view document or ESC to previous screen

402366

5. File Plan and Lot

[File Plan and Lot]
[File Plan: _____ Lot No: _____]

Type in number, ENTER

[File Plan and Lot]
[File Plan: _____ Lot: _____]

Date	L/R	Document	Class
12/01/83	Regular	17491/302	FS
08/09/91	Regular	91-1090981	AL
04/17/93	Regular	93-0098767	D

Move highlighter to document to be reviewed, ENTER

[*Regular System*
[Document: Date: Class:
[Certificate: Book: Page:
[Description: Island:
[Grantor:
[Grantee:

Press "V" to view document or ESC to previous screen

402367

6: Tax Map Key

[Tax Map Key]

[TMK: Div: Zone: Sec: Plat: Par: CPR:]

Type in number, ENTER

[Tax Map Key]

[TMK: Div:1 Zone: 1 Sec: 2 Plat: 121 Par:121 CPR:0123]

Date	L/R	Document	Class
12/01/83	Regular	17491/302	FS
08/09/91	Land Court	1234359	D
04/17/93	Land Court	1843678	D

Move highlighter to document to be reviewed, ENTER

[*Regular System*

[Document: Date: Class:

[Certificate: Book: Page:

[Description: Island:

[Grantor:

[Grantee:

Press "V" to view document or ESC to previous screen

402368

7. Certificate of Title

[Certificate of Title]

[Certificate: 342343]

Type in number, ENTER

Date	L/R	Document	Class
12/01/83	Land Court	1014333	M
08/09/91	Land Court	1234359	D
04/17/93	Land Court	1843676	D

Move highlighter to document to be reviewed, ENTER

[
[Land Court System
[Document: 1014333 Date: 12/01/83 Class: M
[Certificate: 342343 Book: Page:
[Description: Lot 1, App 1053 Island: 3
[
[Grantor: DOE, JOHN
[Grantee: FIRST HAWAIIAN BANK
[

Press "V" to view document or ESC to previous screen

402369

8. Application and Lot

[Application and Lot]
[Application : _____ Lot No: _____]

Type in number, ENTER

[Application and Lot]
[Application : _____ Lot No: _____]

Date	L/R	Document	Class
12/01/83	Land Court	1020222	M
08/09/91	Land Court	1234359	D
04/17/93	Land Court	1843676	D

Move highlighter to document to be reviewed, ENTER

[
[*Land Court*
[Document: Date: Class:
[Certificate: Book: Page:
[Description: Island:
[
[Grantor:
[Grantee:
[

Press "V" to view document or ESC to previous screen

9. Miscellaneous

The ability for the system to TRACK information on transactions.

Mortgage 123456 Any and all documents affecting this document, i.e. assignments, amendments, releases, etc.

Tax Line 123444 Release document

Declaration 123555 Amendments, cancellation etc.

Financing Statement Any and all recordings affecting a specific UCC1

Program design to allow call up of documents by class, i.e. mortgages during certain periods, foreclosures, etc.

402371

EQUIPMENT

1. Each workstation should be equipped:
 - a. CPU
 - b. High resolution monitor - 17" minimum viewing screen
 - c. Keyboard and mouse
 - d. Laser printer for labels (receiving)
 - e. Compatible software to view images and move on screen - T=??

6/3/98

State Seal

Doc No. 97-123456

October 23, 0000 08:01 am

Conveyance Tax: \$234.00

Fees: 25.00

John R. [Signature]
Registrar of Conveyances

Doc 97-123456 10/23/00 08:01 am

Doc 97-123456 10/23/00 08:01 am

Noted on or Issuance

Doc No. 1234567

Noted on: 234,789

Certificate Issuance: 333,333

October 23, 0000 1:23 pm

Special Mtg Recording Fee: \$234.00

Fees: \$28.00

John R. [Signature]
Registrar of Conveyances

Doc 1234567 CT 333,333 10/23/00 1:23 pm

Doc 1234567 CT 333,333 10/23/00 1:23 pm

402373